

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 3952 E Liberty Woods Court (parcel # 24-501-16-04-014.00 01).

Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	October Session
3952 E Liberty Woods Ct)	September Adjourned
Hartsburg, MO 65039)	Term 2011
)	Commission Order No. <u>430-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 25th day of October 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches tall on premises.
4. The location of the public nuisance is as follows: 3952 E Liberty Woods Court Lot 13&14 South woods plat 2 a/k/a parcel #24-501-16-04-014.00 01 section 16, Township 46, Range 12 as shown by deed book 3836 page 0134, Boone County
5. The specific violation of the Code is: weeds in excess of twelve inches tall in violation of section 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 16th day of August, 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

3952 E Liberty Woods Court Hartsburg, MO

Pictures taken 10/10/11 by Kala Gunier

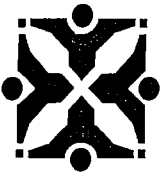


3952 E LIBERTY WOODS COURT

ACTIVITY LOG

8/9/11 citizen complaint received
8/16/11 inspection conducted
8/17/11 notice sent via Certified Mail to owner and lender
8/18/11 notice signed for by Jon Chevalier
8/21/11 spoke with Mr. Chevalier – property is in foreclosure – claims he no longer owns it
8/20/11 Premier Bank notice returned to health department – unable to forward
8/15/11 foreclosure processed – new owner
8/18/11 Deutsche Bank recorded as new owner with Boone County Assessor
9/6/11 notice sent via Certified Mail to Deutsche Bank
9/9/11 Certified notice signed for by Deutsche Bank
10/10/11 reinspection conducted
10/10/11 pictures taken
10/11/11 hearing notice sent via First Class Mail

The Health Department abated this property in 2010 also



HEARING NOTICE

Deutsche Bank National Trust Company
7105 Corporate Drive
TX2-982-03-03
Plano, TX 75024

An inspection of the property you own located at 3952 E Liberty Woods Court (parcel # 24-501-16-04-014.00 01) was conducted on August 16, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, October 25, 2011 at 9:30 AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

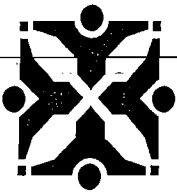
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11 day of October, 2011 by OK.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Deutsche Bank National Trust Company
7105 Corporate Drive
TX2-982-03-03
Plano, TX 75024

An inspection of the property you own located at 3952 E Liberty Woods Court (parcel # 24-501-16-04-014.00 01) was conducted on August 16, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 06 day of September 2011 by DJ

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

Parcel 24-501-16-04-014.00 01 **Property Location** 3952 E LIBERTY WOODS CT
 City _____ Road COUNTY ROAD DISTRICT (CO) School ASHLAND (R1)
 Library BOONE COUNTY (L1) Fire SOUTHERN BOONE COUNTY (F2)
 Owner DEUSCHE BANK NATIONAL TRUST COMPANY
 Address 7105 CORPORATE DR
 Care Of TX2-982-03-03
 City, State Zip PLANO, TX 75024

Subdivision Plat Book/Page 0028 0047
 Section/Township/Range 16 46 12

Legal Description SOUTH WOODS SD PLAT 2
 LTS 14 & 13(TRS A & B SUR 1204
 -200)
 Deeded Acreage 6.19

Deed Book/Page 3836 0134 2535 0084 1390 0982 1138 0417

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
FI	720	26,230	26,950	FI	86	3,147	3,234
RI	17,000	214,200	231,200	RI	3,230	40,698	43,928
Totals	17,720	240,430	258,150	Totals	3,316	43,845	47,162

Previous Year's Tax
 Year 2010 Amount \$2,633.48

Residence Description

Year Built 1995
 Use 823

Basement FULL (4) Attic FULL FINISHED (4)

Bedrooms	3	Main Area	2,971
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	7	Total Square Feet	2,971

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

SEP 06 2011

iRecordWeb User Administration

User:
MAGUNIER@GOCOLUMBIAMO.COM
Logout

Bettie Johnson
Boone County , Missouri - Recorder of Deeds

[Click Here To View Document](#)

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument TD - TRUSTEES DEED UNDER FORECLOSUR
Document No. 2011015515
Book 3836
Page 134
Recording Date 8/18/2011 10:06:51 AM
Dated date 8/15/2011

Referenced By This Document (1)

Book: 2535 Page: 85 DT 06/29/2004

References To This Document (0)

Grantor(s) (3)

MILLSAP & SINGER P C
CHEVALIER, JON F
CHEVALIER, RHONDA J

Grantee(s) (2)

DEUTSCHE BANK NATIONAL TRUST CO TRUSTEE
MORGAN STANLEY ABS CAPITAL I INC TRUST 2004-HE9 MORTGAGE PASS-THROUGH CERTIFICAT

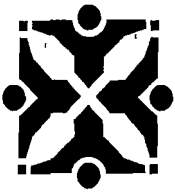
Grantee's Address

MAIL STOP: TX2-982-03-03
7105 CORPORATE DR
PLANO, TX 75024

Legal Description(s) (2)

LT 13 SOUTH WOODS SUB PLAT 2 LT 13,14
LT 14 SOUTH WOODS SUB PLAT 2 LT 13,14

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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Premier Bank
15 South Fifth Street
Columbia, MO 65201

An inspection of the property you hold a lien located at 3952 E Liberty Woods Court (parcel # 24-501-16-04-014.00 01) was conducted on August 16, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

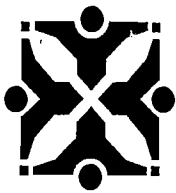
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 17 day of August 2011 by DN

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Jon F & Rhonda J Chevalier
199 River Road
Tuscumbia, MO 65082

An inspection of the property you own located at 3952 E Liberty Woods Court (parcel # 24-501-16-04-014.00 01) was conducted on August 16, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

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Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 17 day of August 2011 by JK

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

Call ID : 4969
Customer ID . . . : :

Type information, press Enter.

Comment
3952 E Liberty Weed ct weed & junk in yard

User ID
DMNICHOL

7/26/11

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F10=Display sequence F12=Cancel

More...

AUG 16 7 2011

AUG 17 2011

Parcel 24-501-16-04-014.00 01 **Property Location** 3952 E LIBERTY WOODS CT

City Road COUNTY ROAD DISTRICT (CO) School ASHLAND (R1)
 Library BOONE COUNTY (L1) Fire SOUTHERN BOONE COUNTY (F2)

Owner CHEVALIER JON F & RHONDA J
 Address 199 RIVER ROAD
 City, State Zip TUSCUMBIA, MO 65082

Subdivision Plat Book/Page 0028 0047
 Section/Township/Range 16 46 12

Legal Description SOUTH WOODS SD PLAT 2
 LTS 14 & 13(TRS A & B SUR 1204
 -200)

Deeded Acreage 6.19

Deed Book/Page 2535 0084 1390 0982 1138 0417

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RI	17,000	214,200	231,200	RI	3,230	40,698	43,928
Totals	17,720	240,430	258,150	Totals	3,316	43,845	47,162

Previous Year's Tax
 Year 2010 Amount \$2,633.48

Residence Description

Year Built 1995
 Use 823

Basement FULL (4) Attic FULL FINISHED (4)

Bedrooms 3 Main Area 2,971
 Full Bath 2 Finished Basement Area 0
 Half Bath 0
 Total Rooms 7 Total Square Feet 2,971

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

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Bettie Johnson
Boone County , Missouri - Recorder of Deeds

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Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument DT - DEED OF TRUST
Document No. 2006033141
Book 3062
Page 46
Recording Date 12/5/2006 4:08:32 PM
Dated date 11/29/2006

Referenced By This Document (0)

References To This Document (0)

Referenced Amount \$88,000.00

Grantor(s) (2)

CHEVALIER, JON
CHEVALIER, RHONDA

Grantee(s) (1)

PREMIER BANK

Mortgagee's Address

FIFTH STREET BANKING CENTER
15 SOUTH FIFTH STREET
COLUMBIA, MO 65201

Legal Description(s) (2)

LT 13 PL 2 FF SOUTH WOODS SUBDIVISION
LT 14 PL 2 FF SOUTH WOODS SUBDIVISION

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Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time 12/05/2006 at 04:08:32 PM
Instrument # 2006033141 Book 3062 Page 46
Grantor CHEVALIER, JON
Grantee PREMIER BANK

Instrument Type DT
Recording Fee \$46.00 S
No of Pages 8

Bette Johnson
Bette Johnson, Recorder of Deeds



State of Missouri _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 11-29-2006
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:

JON CHEVALIER AND RHONDA CHEVALIER, AS HUSBAND AND WIFE
3952 LIBERTY WOODS CT
HARTSBURG, MO 65039

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s)

TRUSTEE:

TIMOTHY T SIGMUND
310 MONROE STREET
JEFFERSON CITY, MO 65101

LENDER/GRANTEE:

PREMIER BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI
FIFTH STREET BANKING CENTER
15 SOUTH FIFTH STREET COLUMBIA, MO 65201

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: (If the legal description of the Property is not on page one of this Security Instrument, it is on page(s) !.....)

TRACTS A AND B OF A SURVEY OF LOTS THIRTEEN (13) AND FOURTEEN (14) OF SOUTH WOODS SUBDIVISION PLAT TWO (2) AS SHOWN BY SURVEY RECORDED IN BOOK 1204, PAGE 200, RECORDS OF BOONE COUNTY, MISSOURI.

[Handwritten Signature]
_____ (page 1 of 8)

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO DEC 5 2006

Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A. A beneficial interest in Grantor is sold or transferred
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates
 - B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property):
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

Boone County, Missouri
Unofficial Document

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released Grantor agrees to pay for any recordation costs of such release.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law

Grantor represents, warrants and agrees that:

- A Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law
- D Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

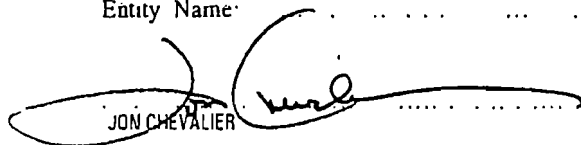
- 23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo Rev Stat § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 27. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions. Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
- 28. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 29. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
- 30. **OTHER TERMS.**

Separate Assignment. The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name:


JON CHEVALIER


RHONDA CHEVALIER

11-30-06
(Date)


(Date)

11-30-06
(Date)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 _____ 9/5/11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Deutsche Bank National Trust Company
 7105 Corporate Drive
 TX-982-03-03
 Plano, TX 75024

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7011 1150 0000 8664 8222

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postmark Here SEP 6 2011

Postage \$	5.59
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.59

Deutsche Bank National Trust Company
 7105 Corporate Drive
 TX-982-03-03
 Plano, TX 75024

2228 4998 0000 0511 1101

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Jon Chevalier 8-18-11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Jon F & Rhonda J Chevalier
 199 River Road
 Tuscumbia, MO 65082

2. Article Number (Transfer from service label) 7011 1150 0000 8664 8079

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postmark Here AUG 17 2011

Postage \$.44
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	5.59
Total Postage & Fees	\$ 11.18

Jon F & Rhonda J Chevalier
 199 River Road
 Tuscumbia, MO 65082

5208 4998 0000 0511 1101



CITY OF COLUMBIA



DEPARTMENT

1005 W. WORLEY
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015

Premier Bank
South Fifth Street
Columbia, MO 65201

Inspection of the property will hold a firm...

INSURANCE AND ORL

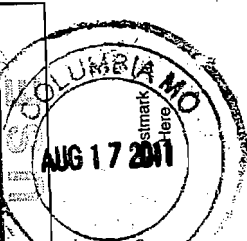


7011 1150 0000 8564 8052

CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

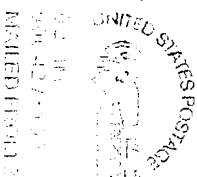
For delivery information visit our website at www.usps.com



Postage	\$ 4.45
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.59

Sent
 Street or P.O.
 City, State, ZIP+4®
 Premier Bank
 15 South Fifth Street
 Columbia, MO 65201

See Reverse for Instructions



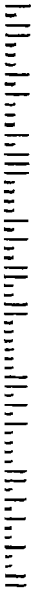
AAA
Prudence Bank

NIXIE 631 SE 1 00 09/20/11

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 65205601515 *1729-00754-17-40

65205601515



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby compute the Final Post Bond Assessment of the sanitary sewer improvement project for the Country Squire Sanitary Sewer Neighborhood Improvement District as certified to be \$ 190,244.76.

The County Commission does hereby apportion the cost of said project equally within said district according to the provisions of 67.463.2 RSMO (1993 Supp.) and the terms of the petition approved by said Commission in Commission Order 478-2007 as amended by Commission Order 283-2011.

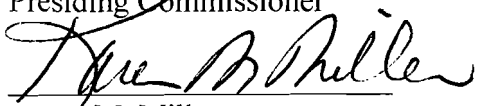
The County Commission further orders the following:

1. Special assessments against the property described on the attached exhibit "A" and in the attached amounts.
2. The County Collector to proceed with collection of said assessments pursuant to the statutory provisions of 67.463 RSMo. The special assessments shall take effect on the 25th day of October, 2011.
3. This order and attached exhibit "A" shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. The Presiding Commissioner is authorized to execute appropriate notices of liens and the County Collector is authorized to execute releases of said liens, as appropriate, upon collection consistent with the practices and procedures of the Boone County Collector of Revenue.

Done this 25th day of October, 2011.



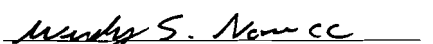
Daniel K. Atwill
Presiding Commissioner

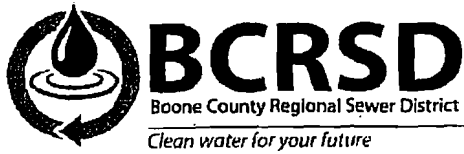


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

To: Boone County Commission
From: Andy Lister, NID Coordinator
Re: Country Squire NID – Post Bond Assessment Roll

October 25, 2011

Post Bond costs have been certified on the Country Squire NID project as shown on the attached sheet prepared by the Treasurer's office. Property Owners subject to this post bond assessment are shown on Exhibit A, attached.

If you concur with these figures, a proposed Commission Order is attached for your approval.

Respectfully submitted,

Andy Lister
NID Coordinator

EXHIBIT A
COUNTRY SQUIRE NID
Post-Bond Assessment Role

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	FINAL POST-BOND ASSESSMENT
1	11-901-26-00-020.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	The South 1/2 of the Southeast 1/4 of Section 26, Township 49, Range 13, except 1/4 acre on the North edge of the Southwest 1/4 of the Southeast 1/4; and except 313 acres, more or less, conveyed to James W Sanderson and wife by Deed recorded in Book 413, page 540 of the Boone County records; and except an 0925 acre tract of land shown by survey recorded in Book 448 at Page 752 of the Boone County Records	\$ 5,435.56
2	11-901-26-09-002.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 2 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
3	11-901-26-09-003.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 3 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
4	11-901-26-09-004.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 4 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
5	11-901-26-09-005.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 5 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
6	11-901-26-09-006.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 6 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
7	11-901-26-09-007.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 7 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
8	11-901-26-09-008.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 8 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
9	11-901-26-09-009.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 9 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
10	11-901-26-09-010.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 10 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 5,435.56
11	11-901-26-09-011.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 11 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
12	11-901-26-09-012.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 12 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
13	11-901-26-09-013.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 13 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
14	11-901-26-09-014.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 14 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 10,871.13
15	11-901-26-09-015.00	Smith	Eugene G	Smith	Yoko	4230 N Creasy Springs Rd	Columbia	MO	65202-7025	Lot 15 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri	\$ 5,435.56
16	11-901-26-06-003.00	Gilbane	Michael Kent			10221 I-70 Drive, NE	Columbia	MO	65202	LOT FIVE (5) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS	\$ 5,435.56
17	11-901-26-06-003.02	Livingston	Jon K			PO Box 7352	Columbia	MO	65205	LOT FOUR (4) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS	\$ 5,435.56
18	11-901-26-06-003.01	DeShong	A Jay	DeShong	Laurinda W	4028 N Creasy Springs Rd	Columbia	MO	65205-7024	LOT THREE (3) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS	\$ 5,435.56
19	11-901-26-06-002.00	Taylor	Steven W	Taylor	Connie S	4014 N Creasy Springs Rd	Columbia	MO	65202-7024	LOT TWO (2) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS	\$ 5,435.56
21	11-903-35-00-002.00	Smith	Lance S			3950 N Creasy Springs Rd	Columbia	MO	65202	A tract of land located in the North half (N1/2) of the Northeast quarter (NE 1/4) of Section 35, Township 49 North, Range 13 West, Boone County, Missouri, described as follows: Beginning at the Southwest corner of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section 26, Township 49 North, Range 13 West, thence South 77 feet to the point of beginning; thence South 430 feet; thence East 210 feet; thence North 430 feet; thence West 210 feet to the point of beginning	\$ 5,435.56
22	11-903-35-01-007.00	Carey	Twila Lynn			708 W Sanderson Ln	Columbia	MO	65202-9239	Lot One of Pine Hill Estates, Block 1, located in the Southeast Quarter (SE 1/4) of Section 26, Township 49 North, Range 13 West and in the Northeast Quarter (NE 1/4) of Section 35, Township 49 North, Range 13 West as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri, and a tract of land located in the Northeast Quarter NE 1/4 of Section 35, Township 49 North, Range 13 West, Boone County, Missouri, said tract being part of Lot 2, Pine Hill Estates Block 1, as recorded in Plat Book 12, Page 37, Records of Boone County, and being more particularly described as follows: Beginning at the NW corner of said Lot 2; Thence with the West line thereof, South 22000 feet; Thence with the South line thereof, S89 degrees 16 minutes East, 3600 feet; Thence North 9 degrees 16 minutes West, 22319 feet to the point of beginning and containing 009 acres	\$ 5,435.56
23	11-903-35-01-006.00	Certain	Elma L			686 W Sanderson Ln	Columbia	MO	65202	Lot Three (3) of Pine Hill Estates, Block 1, as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri and Lot Two (2) of Pine Hill Estates, Block 1 as shown by the Plat recorded in Plat Book 12, Page 37, Records of Boone County, Missouri, (except that part conveyed to Don Carey and Twilla Carey by quit claim deed recorded in Book 988, Page 162, Records of Boone County, Missouri)	\$ 5,435.56
24	11-903-35-01-004.00	Schane	Bruce			642 W Sanderson Ln	Columbia	MO	65202	Lot Four (4) of Pine Hill Estates, Block One (1), as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri	\$ 5,435.56

**Country Squire Sewer NID Fund 525
Post Bond Certified Cost**

	DNR Bond	County Bond	Total
Certified Project Cost (7/27/11)	70,586.53	66,479.67	137,066.20
Less Payoffs Received	1,960.73	1,846.66	3,807.39
Amount Financed	68,625.80	64,633.01	133,258.81
<u>Additional Financing Cost</u>			
Bond Interest	10,250.61	33,164.11	43,414.72
UMB Administration Fee	9,520.98	-	9,520.98
DNR Administration Fee	3,480.39	-	3,480.39
1% COL Commission on Int & Adm Fee	234.87	334.99	569.86
Certified Financing Cost	23,486.85	33,499.10	56,985.95
Certified Post Bond Cost	92,112.65	98,132.12	190,244.76

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby compute the Final Post Bond Assessment of the sanitary sewer improvement project for the Brown Station Sanitary Sewer Neighborhood Improvement District as certified to be **\$119,715.50**.

The County Commission does hereby apportion the cost of said project equally within said district according to the provisions of 67.463.2 RSMO (1993 Supp.) and the terms of the petition approved by said Commission in Commission Order 46-2010, as amended by Commission Order 284-2011.

The County Commission further orders the following:

1. Special assessments against the property described on the attached exhibit "A" and in the attached amounts.
2. The County Collector to proceed with collection of said assessments pursuant to the statutory provisions of 67.463 RSMo. The special assessments shall take effect on the 25th day of October, 2011.
3. This order and attached exhibit "A" shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. The Presiding Commissioner is authorized to execute appropriate notices of liens and the County Collector is authorized to execute releases of said liens, as appropriate, upon collection consistent with the practices and procedures of the Boone County Collector of Revenue.

Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

To: Boone County Commission
From: Andy Lister, NID Coordinator
Re: Brown Station NID – Post Bond Assessment Roll

October 25, 2011

Post Bond costs have been certified on the Brown Station NID project as shown on the attached sheet prepared by the Treasurer's office. Property Owners subject to this post bond assessment are shown on Exhibit A, attached.

If you concur with these figures, a proposed Commission Order is attached for your approval.

Respectfully submitted,

Andy Lister
NID Coordinator

EXHIBIT A
BROWN STATION NID
Post-band Assessment Role

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	FINAL POST-BOND ASSESSMENT
1	12-204-10-04-004.00	Biggerstaff	Raymond M	Biggerstaff	Cheryl A	8650 N Brown Station Dr	Columbia	MO	65202-9341	Tract two (2) of the survey made by D. E. Hill and recorded february 18, 1958 in book 289, page 138, deed records of Boone County, Missouri, said survey being located in the northwest quarter (nw 1/4) of the northwest (nw 1/4) of section ten (10), township forty-nine (49) north, range twelve (12) west, of the fifth (5th) principal meridian, in boone county, Missouri, and being located in lots nine (9), ten (10), eleven (11) and part of twelve (12) in the village of brown's station, Missouri.	\$ 23,943.10
2	12-204-10-04-005.00	Lorton	Larry	Lorton	Sharon	8640 N Brown Station Dr	Columbia	MO	65202-9341	Lot Eight (8) of BROWN'S STATION, being part of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Forty-nine (49), Range (12), in Boone County, Missouri	\$ 23,943.10
4	12-204-10-04-011.00	Nichols Jr	William D	Nichols	Cheryl Kay	8611 N Brown Station Dr	Columbia	MO	65202-7364	PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TEN (10), TOWNSHIP FORTY-NINE (49), RANGE TWELVE (12) IN BOONE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE SET NORTH 16 DEGREES WEST 5.86 CHAINS FROM THE SOUTHEAST CORNER OF SURVEY NO. 2890; THENCE SOUTH 80 DEGREES WEST 4.10 CHAINS TO A STONE; THENCE NORTH 16 DEGREES WEST 2.53 CHAINS TO A STONE; THENCE NORTH 80 DEGREES EAST 4.10 CHAINS TO A STONE; THENCE SOUTH 16 DEGREES EAST 2.53 CHAINS TO THE POINT OF BEGINNING.	\$ 23,943.10
5	12-204-10-04-019.00	Powell	Robert H	Powell	Doris M	8680 N Brown Station Rd	Columbia	MO	65202-7344	Lot Eighteen (18) and that part of Lot Nineteen (19) that lies South of the road leading to the Baptist Church, all in Brown Station, Missouri and being a part of the Northwest Quarter of Section Ten (10), Township Forty-nine (49) Range Twelve (12). Excepting therefrom that part thereof conveyed to the State of Missouri for Highway B by deed recorded in Road Book 2, Page 426 of Boone County Records.	\$ 23,943.10
6	12-204-10-04-003.00	Trimble	Jessica L.	Trimble	John	8670 N Brown Station Rd	Columbia	MO	65202	Tract One (1) of the survey made by D.E. Hill and recorded February 18, 1958 in Book 289, Page 138, Deed Records of Boone County, Missouri, said survey being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Forty-nine (49) north, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being located in Lots Nine (9), Ten (10), Eleven (11) and part of Twelve (12) in the Village of Brown's Station, Boone County, Missouri.	\$ 23,943.10

**Brown Station Sewer NID Fund 524
Post Bond Certified Cost**

	DNR Bond	County Bond	Total
Certified Project Cost (7/27/11)	88,479.38	15,447.87	103,927.25
Less Payoffs Received	14,746.56	2,574.64	17,321.20
Amount Financed	73,732.82	12,873.23	86,606.05
<hr/>			
<u>Additional Financing Cost</u>			
Bond Interest	11,013.44	7,796.00	18,809.44
LMB Administration Fee	10,229.52	-	10,229.52
DNR Administration Fee	3,739.40	-	3,739.40
1% COL Commission on Int & Adm Fee	252.35	78.75	331.09
Certified Financing Cost	25,234.71	7,874.75	33,109.45
Certified Post Bond Cost	98,967.53	20,747.97	119,715.50

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve amendment # 1 to a consultant services agreement with Bartlett & West, Inc. for High Point Lane Bridge Replacement and Box Culvert Repair. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

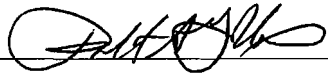
**CONTRACT AMENDMENT NUMBER ONE
CONSULTANT SERVICES AGREEMENT FOR
HIGH POINT LANE BRIDGE REPLACEMENT
AND BOX CULVERT REPAIR**

The Approval of Proposal for Consultant Services Agreement dated May 19, 2011 made by and between Boone County, Missouri and **Bartlett & West, Inc** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change scope of design contract for Bridge replacement to that of a designed superstructure replacing the original scope of a pre-fabricated superstructure. This change of scope will include an addition of \$9858 to PO #2011-000111 for a new total not to exceed amount of \$79,837.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BARTLETT & WEST, INC

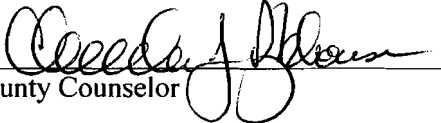
by 
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commissioner

Commissioner

APPROVED AS TO FORM:

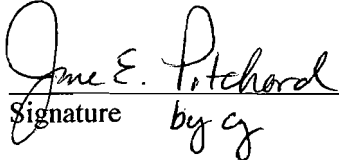

County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<u></u>	<u>10/24/11</u>	2045-71102 Engineering Services
Signature by <u>cy</u>	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utility agreement between Boone Electric Cooperative and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 * INSPECTION (573) 886-4339 * ENGINEERING (573) 886-4480

FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

DERIN CAMPBELL, CHIEF ENGINEER

MEMO

DATE: October 21, 2011
TO: Mr. CJ Dykhouse, Boone County Counselor
FROM: Jeff McCann, P.E., Boone County Resource Management
RE: Utility Agreement with Boone Electric Cooperative
Rolling Hills Road Improvements
New Haven Road to State Route WW

RECEIVED

OCT 24 2011

BOONE COUNTY AUDITOR

Attached are three (3) copies of the Utility Agreement-Actual Cost documents for your review. The standard template document we discussed back in August was used.

Please forward them to the Auditor if you find them acceptable. We are trying to get them on the Commission agenda for next Thursday (10/27) if possible.

Let me know if you have any questions. Thanks.

Cayman
These two
together are
\$696,778.50 and
have \$791,040.00
in the acct.
T.H.B.

UTILITY AGREEMENT – ACTUAL COST

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Boone Electric Cooperative (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway more specifically described as Rolling Hills Road Improvements Phases 1B and 2 from New Haven Road to State Route WW, in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown as proposed utility locations marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: The "Company" grants to the "County" such right, title and interest which the "Company" may have in and to the right of way of said roadway, as specifically described in a separate, private utility easement.

(2) RELOCATION CORRIDOR: The "County" has acquired a permanent utility easement for utilities to relocate to. Each utility has been assigned a proposed location within the utility easement as delineated in Exhibit "A". The "Company" agrees to the assigned location and will make every effort to stay within the assigned location.

(3) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by January 1, 2012. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with

the "Company" and other utility companies on this project.

(4) AUDIT OF RECORDS: The "Company" shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the "Company" in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The "County" engineer in charge of said project, or any authorized agent of the "County", shall have access during normal business hours to such "Company" records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

[NOTE: "Company" shall check applicable Paragraph (5)]

(5) SUBCONTRACT: The "Company" intends to perform this work with its own forces, but if it becomes necessary to contract any of the work of adjusting its facilities, it shall notify the "County" that it is not adequately staffed or equipped to perform the work and shall perform part or all of the work by contract. Furthermore, if the "Company" solicits bids for the work, the "Company" is to furnish to the "County" a copy of the accepted Bid Proposal/Bid Form prior to any contract work being performed.
OR

(5) SUBCONTRACT: The "Company" is not adequately staffed or equipped to perform all work and intends to contract portions or all of the work by contract. Furthermore, if the "Company" solicits bids for the work, the "Company" is to furnish to the "County" a copy of the accepted Bid Proposal/Bid Form prior to any contract work being performed.

(6) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(7) BACKFILL: The "Company" agrees to compact backfill of all excavation within the roadway right of way and utility easement limits in accordance with the Project Specifications and/or Chapter II of the Boone County, Missouri Roadway Regulations, or as approved by the "County's" engineer.

(8) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: The "Company" shall preserve or restore all existing erosion control measures present and supplement as necessary to prevent sediment from leaving the construction site. Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All disturbed areas shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(9) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(10) COST: The total cost of the utility work required for the roadway project is estimated to be \$213,321.36. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall be one hundred percent (100%) of the actual and related indirect cost, which obligation is now estimated to be \$213,321.36.

(11) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from, within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(12) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(15) **FINAL INVOICE SUBMITTAL:** After completion of the utility work, the "Company" agrees to submit a final invoice for the cost of the work to the "County" within sixty (60) days or as mutually agreed to by the "County's" engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit "B") when possible to promote faster processing by the "County". The "County's" engineer will process the final invoice as soon as possible after receipt. The final invoice shall not be greater than the "County's" estimated obligation provided in paragraph (10) without a Change Order approved in accordance with Paragraph (6) prior to the final invoice. If the final invoice is less than the "County's" estimated obligation the "County" will prepare a Change Order to reduce the "County's" estimated obligation to match the final invoice amount.

(16) **ASSIGNMENT:** The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(17) **COOPERATION:** When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(18) **ROADWAY IMPROVEMENT INFORMATION:** The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(19) **WORK CANCELED:** If the "County" instructs the "Company" not to proceed with the work, the "County" shall reimburse the "Company" for the "County's" percentage share of the "Company" costs incurred prior to the date the work is canceled. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 23rd day of September, 2011.

Executed by the "County" this 19 day of October, 2011.

"COMPANY"

Boone Electric Cooperative

(Company Name)

By:

Joel Bullard
Authorized Representative (Signature)

By: Joel Bullard

Authorized Representative (Print or Type)

Title: President

ATTEST:

Matthew K. Mantz
Secretary

"COUNTY"

Boone County, Missouri

By:

Daniel K. Atwill
Presiding Commissioner

ATTEST:

Wendy S. Noren cc
Wendy Noren, County Clerk

Approved as to Legal Form:

C. Dykhouse
C. Dykhouse, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

James S. Pritchard 10/24/11 2045-71100
Auditor *JP*

ACKNOWLEDGMENT BY COMPANY

STATE OF Missouri)
COUNTY OF Callaway) ss

On this 19 day of October, 2011, before me personally appeared Joel Bullard and Nathan Martin known to me, who being by me duly sworn, did say that he/she is the President and Secretary of Boone Electric Cooperative and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Susan R. Ausfahl
Notary Public

SUSAN R. AUSFAHL
Notary Public, Notary Seal
State of Missouri
Callaway County
Commission # 11467938
My Commission Expires August 09, 2015

My Commission Expires: 8/9/2015

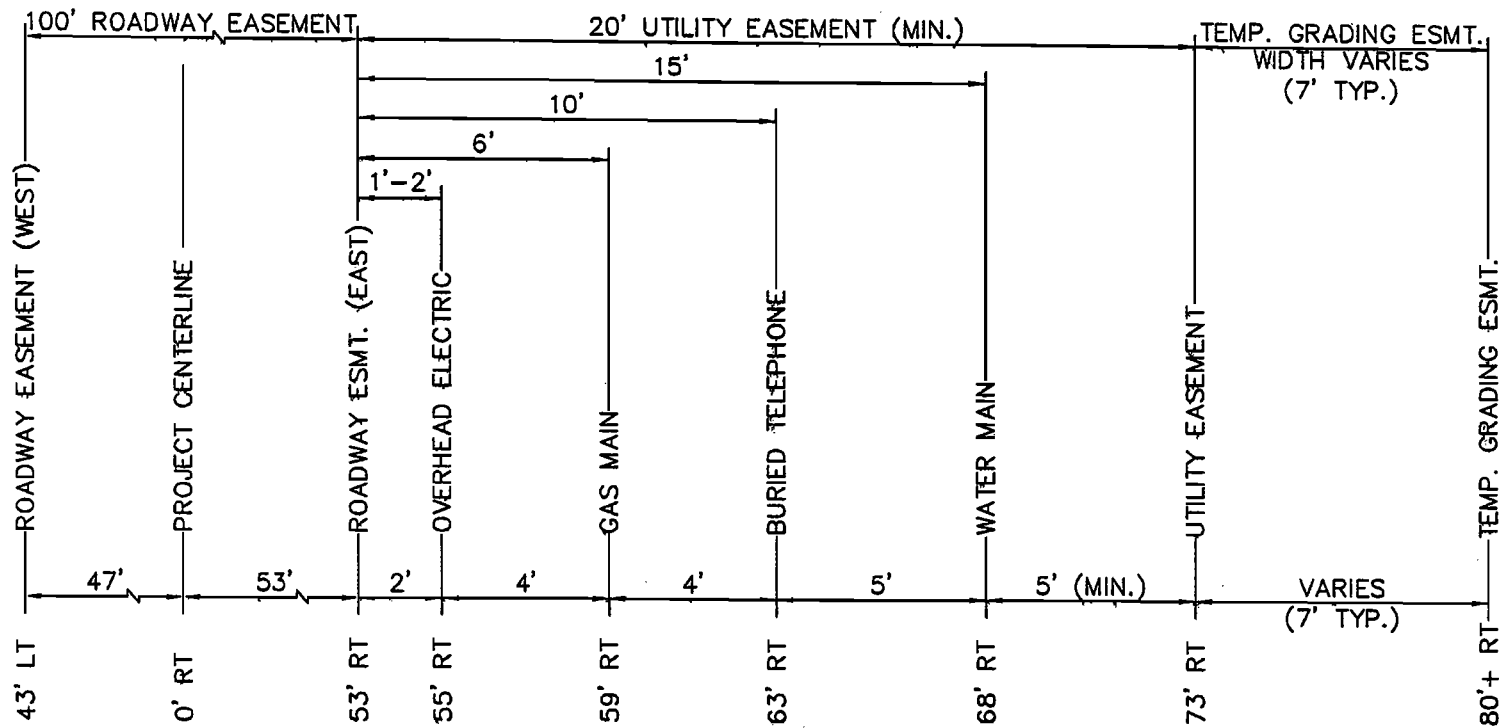


EXHIBIT "A"
 PROPOSED UTILITY LOCATIONS
 WITHIN THE TYPICAL 20' UTILITY EASEMENT CORRIDOR
 ROLLING HILLS ROAD IMPROVEMENTS
 NEW HAVEN ROAD TO ROUTE WW

Exhibit B Estimate of Cost

The charges for construction shall be as follows:

Engineering Costs.....	
Labor.....	172,267.12
Material.....	41,054.24
Right of Way Clearing.....	
Other Related Charges.....	
Total Charges.....	213,321.36

The above charges are based on existing engineering, labor, material and right of way costs. Where other conditions occur, such as encountering rock while trenching for underground, and the use of special material, tools and equipment are required, the applicant shall be responsible for all additional expense incurred due to such conditions.

All of the work performed by the Cooperative personnel or by other third party contractors for the purpose of the cooperative line relocation, whether employed by the Cooperative or the Applicant, shall conform to the National Electrical Safety Code Standards, RUS construction and safety standards, the Missouri Public Service Commissions safety standards, and the county or city of jurisdiction's rules and regulations. All work done by entities other than the cooperative for the purpose of the cooperative line relocation is subject to inspection by the cooperative. All trenching done by entities other than the cooperative for the purpose of the cooperative line relocation is subject to inspection before any cooperative work is performed.

The cooperative shall not be obligated to perform any construction until the above mentioned charges have been paid in full, but will fully cooperate with Boone County Resource Management to meet desired construction schedules.

Date 9/7/11 Amount Paid BEC Map Number 2922200000000

WO# 09-19132 Acct# Subdivision

Applicant Name: Boone County Resource Management

Address: ROLLING HILLS ROAD

Location: SAME

URD OH: Yes Relocation: Yes Subdivision Seasonal

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

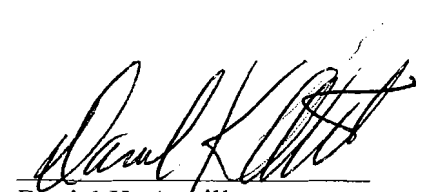
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the water line relocation cost allocation agreement between Public Water Supply District No. 9 and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

DERIN CAMPBELL, CHIEF ENGINEER

MEMO

DATE: October 21, 2011

TO: Mr. CJ Dykhouse, Boone County Counselor

FROM: Jeff McCann, P.E., Boone County Resource Management

RE: Water Line Relocation Cost Allocation Agreement with Public Water Supply District No. 9
Rolling Hills Road Improvements
New Haven Road to State Route WW

RECEIVED
OCT 24 2011
BOONE COUNTY AUDITOR

Attached are five (5) copies of the Water Line Relocation Cost Allocation Agreement documents for your review. This is the standard agreement from the Cooperative Agreement.

Please forward them to the Auditor if you find them acceptable. We are trying to get them on the Commission agenda for next Thursday (10/27) if possible.

Let me know if you have any questions. Thanks.

WATER LINE RELOCATION COST ALLOCATION AGREEMENT

THIS AGREEMENT ("this Agreement"), dated the **18th** day of **October**, 2011, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission ("County") and **PUBLIC WATER SUPPLY DISTRICT NO. 9** of Boone County, Missouri ("District").

In consideration of each Party's performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. **Background and Purposes of Agreement.** The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the **Rolling Hills Improvement Project 1B, 2** ("the Project"), which such Plans and Specifications are described as follows: **Rolling Hills Road Improvement from Hwy WW to New Haven Road**, and which such Final Plans and Specifications ("the Project Plans") have been provided to District. It has been determined that the Project will require Relocation of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District's customers. County intends to reimburse District for all or a part of its actual Water Line Relocation costs incurred by District in Relocating those Water Lines which must be Relocated because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement. This Agreement is entered into by the County and the District pursuant to that Cooperative Agreement ("the Cooperative Agreement") between the County and various Public Water Supply Districts located in Boone County, Missouri, dated June 6, 2001, which is incorporated herein by reference.

2. **Terms/Definitions.** Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 "Definitions" of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. **Water Line Relocation Plan.** District has submitted to County and County has approved a Preliminary Water Line Evaluation and Plan for District's Water Lines which contains options for avoiding or eliminating conflicts between Water Lines and the County Project. The County and District have agreed upon the exercise of an design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts ("the Preliminary Water Line Plan"). The option and Preliminary Waterline Plan agreed upon is described as follows: **Public Water Supply District No. 9 Rolling Hills Road Water Main Relocation. County to pay for relocation of the Districts 12" waterline along with facilities and appurtenances from the existing location(s) to the newly created utility corridor on the East side of Rolling Hills road from State Hwy WW to New Haven Road.**

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District within the time periods permitted by the Cooperative Agreement. Promptly upon receipt of County's Project Plans (if not already received), and of a written request of the County that District so proceed, District shall submit the Project Plans to District's consulting engineer ("Engineering Firm") to prepare a Final Water Line Plan for Relocation and/or other work on District's Water Lines ("the Final Water Line Plan") based upon the Preliminary Water Line Plan and the design option specified above. The Final Water Line Plan shall be completed within sixty (60) days following the receipt by District of County's Final Project Plan (if not previously received by District) and County's written request that District obtain such Final Water Line Plan. County agrees to compensate District for the actual costs incurred by District in preparing the Final Water Line Plan as follows, or on the basis of the following (check one and complete):

_____ County shall reimburse District a lump sum amount of _____ Dollars (\$ _____) for such costs; or

X County shall reimburse District for the actual expense of Engineering Fees and Costs for preparing the Final Water Line Plan in an amount not to exceed **Twenty Two Thousand Dollars (\$22,000.00)**.

District shall be permitted to submit to County, on a monthly basis, invoices for those portions of District's engineering fees and costs for preparation of the Final Water Line Plan, which are to be paid by County, pursuant to this Paragraph 3. All such invoices which are properly payable by County, shall be paid by County within thirty (30) days of the date of submission to County. All costs and expenses shall be documented by District and/or District's Engineering Firm in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

4. Easement Acquisition. Implementation of the Water Line Relocation Plan "**does not**" require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 4 state that implementation of the Water Line Relocation Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County, as a part of the County's Road Right-of-Way and Easement acquisition process, consistent with that "Cooperative Agreement".

5. Water Line Relocation. Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Relocation work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not delay the Project.

6. Selection of Option for Performing Work. District has determined that the actual construction work under the Final Water Line Plan ("the Water Line Work") required for the Project will be performed as follows (check one and complete):

- _____ By District's own forces.
- X By District's letting its own bid request for Water Line Relocation to contractors.
- _____ By District's bidding such work, as an alternate bid with the Project road construction work bid letting.
- _____ By permitting County to include the Water Line Work in its contract for construction subject to District supervision and subject to District rules, regulations and policies.

District shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by District or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Relocation Work and administering such contract when bid by District or bid as an alternate bid under County's project bid; and District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Relocation Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

7. Parts of Water Line for Which County is Obligated to Pay Relocation Costs.

County agrees that County is obligated to reimburse District for District's costs incurred for Relocating that portion or those portions of District's existing Water Lines, or other Water Line Work, described as follows: **All the 12" waterline along and serving Rolling Hills Road along with all main and service crossings with facilities and appurtenances in addition to the connection points at State Hwy WW and New Haven Road.**

The cost to be reimbursed by County to District for Relocating such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District's responsibility.

8. Construction Cost Allocation. County agrees to compensate District for the actual cost of the Water Line Relocation Work for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Work, as described in Paragraph 7 above, on the basis of the following (check one and complete):

_____ A lump sum amount for all construction work in the amount of _____ Dollars (\$ _____).

X

An amount for the construction for the Water Line Relocation Work of that part or those parts of the Water Line(s) for which County is responsible for the Relocation costs, as described in Paragraph 7 above, as determined by the lowest and/or best bid for Relocating such parts of the Water Line, without upgrade in size or capacity.

The actual cost of Relocation incurred by District using its own forces, based upon: (i) the actual cost of materials; and (ii) District's actual cost for use of District's personnel, including salaries or wages (allocated on an hourly basis for hours actually devoted to the work) plus District's share of payroll taxes, fringe benefits and District's reasonably allocated insurance costs, including worker's compensation insurance costs; and (iii) reasonable equipment rates for use of District's equipment, which shall not exceed the reasonable rental rates chargeable in Boone County, Missouri for similar equipment; and (iv) all of District's other reasonable, out of pocket costs and expenses which are necessarily and reasonably incurred to accomplish the Water Line Work, not to exceed the sum of _____ Dollars (\$ _____) unless a higher amount is approved by County prior to performance of additional work requiring a higher amount. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District shall be permitted to submit invoices to County, on a monthly basis, with such invoices to be submitted on or near the first day of each month, for County's share of the Water Line Work, determined in accordance with the provisions of this Paragraph 8, for construction accomplished during the previous month. All invoices which are properly payable by County shall be paid by County within thirty days (30) of the date of their submission to County. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

9. **Cost of Inspection.** County and District agree that County shall compensate District for the actual costs incurred by District in inspecting the Water Line Relocation Work, during construction, for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Relocation costs, as described in Paragraph 7 above, or as follows, or on the basis of the following (check one, if applicable, and complete):

A lump sum for all inspection work in the amount of _____ Dollars (\$ _____).

An amount of inspection costs based upon the lowest and best bid obtained for inspection services of those parts of the Water Line for which County is obligated for the Relocation cost, as described in Paragraph 7 above, without upgrade in size or capacity.

X

The actual cost of inspection incurred by District using its own personnel, based upon the actual hourly compensation of such personnel (including salary or wages, the District's share of payroll taxes, fringe benefits, and insurance costs, including worker's compensation insurance coverage) not to exceed the sum of **Seven Thousand Dollars (\$7000.00)**, unless a higher amount is approved by County prior to performance of additional inspection work requiring a higher amount. District's cost shall be those costs described above, for the actual time expended by District's personnel in performing inspection services. District's costs shall include reasonable mileage of the inspector, in traveling to and from the site of the inspection, and the cost of any materials or supplies used for inspection, and a reasonable rental charge (at rates not higher than those customarily charged in Boone County) for equipment used in performing the inspection. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 9. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

10. Easement Cost Allocation. If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Relocation plan, as follows:

N/A

11. Location. County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Relocation and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

12. Coordination of Work and Time Limits. The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. The agreements between County and District for the sharing of costs for the preparation of the Final Water Line Plan, under Paragraph 3 of this Agreement and the agreement for sharing costs of physically Relocating Water Lines, under Paragraph 8 of this Agreement, shall be subject to the time limits for performance specified in the Cooperative Agreement unless the District and County mutually agree, in writing, to shorten or extend the times for performance, which agreement shall not be withheld when reasonable cause exists to modify the times for performance. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for reasons outside of the control of either Party to this Agreement, or when it is otherwise mutually agreed that the schedule for work should be modified for other good and sufficient reasons. If either the County or District suspends or terminates scheduled work to be performed under this Agreement, then the Party causing such suspension or termination shall be liable for the actual costs and expenses incurred by the other Party resulting from suspension or termination, provided that in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of suspension or termination.

13. Letting of Bids or Commencement of Construction Work. As indicated in Paragraph 6 of this Agreement, District is to let bid requests for Water Line Relocation to contractors. Within thirty (30) days of County's delivery to District of a written request that District let the Water Line Relocation Project for bids to contractors, District shall cause the Relocation Work to be advertised for bids, with bids to be required within thirty (30) days of advertising. Construction bids shall be opened, tabulated and a recommendation for award of the Contract will be presented for approval to the District's Board of Directors, within seven (7) days after the bids are received. The accepted bids shall be submitted to the County for its approval. The County shall approve or disapprove bids within ten (10) days of their submission by the District to the County. Upon delivery by the County to the District of written approval of the successful bid, the successful contractor shall be given a Notice of Award of the Contract for the Water Line Relocation Work. Such contractor shall then be allowed ten (10) days to secure certificates of insurance and performance bonds and to submit these documents to the District. The District will process Contract Documents and execute a Construction Agreement with the successful contractor, and issue to such contractor a Notice to Proceed with the Water Line Relocation Work, within twenty (20) days of the date of the delivery to such contractor of the Notice of Award. The contractor shall have ten (10) days from Notice to Proceed with the Work to begin work on the Water Line Relocation Project. It is agreed that construction time for the Water Line Relocation Project, from the date when the contractor commences work, shall be approximately **One Hundred Thirty Five days (135) days.**

14. Coordination of Work. The County and District agree to use their best efforts, and good faith, to coordinate all engineering and construction work to be performed under this Agreement.

15. Extension of Time. Subject to Paragraph 16 below, the times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for

good and sufficient cause. If either party to this Agreement becomes and aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

16. Time Limits Upon Effectiveness of Agreement for Costs Specified in this Agreement. The provisions of Paragraph 15 notwithstanding, District's agreement to accept payment of costs for preparation of the final Water Line Plan provided in Paragraph 3 of this Agreement shall be in effect for a period of **Forty-five (45)** days, following the execution of this Agreement. If District is not given written notice, by the County to proceed with the obtaining of the Final Water Line Relocation Plan within the time limits specified in this Paragraph 16, then District's agreement to accept reimbursement in accordance with Paragraph 3 of this Agreement may be terminated by District and County and District shall negotiate a new agreement for sharing of costs for the preparation of the final Water Line Relocation Plan. If District is not given notice to proceed with the actual construction work for the Water Line Relocation, within the time limits specified in Paragraph 13 of this Agreement, then the agreements of District to accept any specific dollar amounts, set forth in Paragraphs 8 and 9 of this Agreement, may be terminated by District, in which event, County and District shall negotiate new agreement for cost sharing of the costs of construction work and inspection, as provided for by paragraphs 8 and 9 or which every such paragraph is applicable.

17. Suspension or Termination of Work. If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

Public Water Supply District No. 9

Boone County, Missouri

By: J. Richardson
Chairman, Board of Directors

By: [Signature]
Presiding Commissioner

Attest: [Signature]
Clerk

Attest: Wendy S. Nunn cc.
County Clerk

Approved as to sufficient unencumbered appropriations:

Approved as to form:

Jane E. Fitchford 10/24/11
County Auditor by CG Date
2045-71102

[Signature] 10/23/2011
County Attorney Date

**BUDGET CONSTRUCTION COST ESTIMATE
ROLLING HILLS ROAD - WATER MAIN RELOCATIONS**

Owner PWSO NO. 9 BOONE COUNTY, MISSOURI
Project Water Main Relocations - Rolling Hills Road
Job No. 368-211066.1

October 12, 2011

Item	Description	Quantity	Unit	Price	Total
1	12" Class 200 PVC	5,960	LF	\$ 35.00	\$ 208,600.00
2	8" Class 200 PVC	45	LF	25.00	1,125.00
3	4" Class 200 PVC	20	LF	20.00	400.00
4	12" Class 200 RJ PVC	75	LF	35.00	2,625.00
5	8" Class 200 RJ PVC	220	LF	25.00	5,500.00
6	4" Class 200 RJ PVC	60	LF	20.00	1,200.00
7	12" DIP	60	LF	50.00	3,000.00
8	4" DIP	20	LF	40.00	800.00
9	12" Gate Valve	11	EA	1,600.00	17,600.00
19	8" Gate Valve	2	EA	1,100.00	2,200.00
11	4" Gate Valve	2	EA	800.00	1,600.00
12	Pipe Fittings	2200	LBS	4.00	8,800.00
13	Fire Hydrant Assembly	7	EA	3,500.00	24,500.00
14	12" Concrete Straddle Block	3	EA	700.00	2,100.00
15	4" Concrete Straddle Block	1	EA	500.00	500.00
16	20" Steel Casing, Bored & Jacked	65	LS	200.00	13,000.00
17	16" Steel Casing, Bored & Jacked	200	SY	180.00	36,000.00
18	12" Steel Casing, Bored & Jacked	50	SY	160.00	8,000.00
19	1" Copper Service Line	980	LF	15.00	14,700.00
20	Service Reconnection, Long Side	5	EA	1,500.00	7,500.00
21	Service Relocation, Short Side	4	EA	1,000.00	4,000.00
22	Service Relocation, Long Side	2	EA	2,000.00	4,000.00
23	Connection to Existing Main	7	EA	2,000.00	14,000.00
24	Seeding	6000	LF	2.00	12,000.00
TOTAL					393,750.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of October 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve amendment # 1 to contract 40-24AUG10 – Internet Service Provider with CenturyLink Long Distance. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPIED

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 13, 2011
RE: Amendment #1 to 40-24AUG10 – Internet Service Provider

Contract 40-24AUG10 – Internet Service Provider was approved by commission for award to CenturyTel Long Distance, LLC d/b/a CenturyLink Long Distance on January 27, 2011, commission order 41-2011. This amendment adds 13 Mb of service for \$650/month for Joint Communications and reduces the pricing for the options of 9 and 10 Mb.

Public Safety Joint Communication invoices from this Amendment will be paid from department 2020 – E911 Emergency Telephone Service, account 71100 – Outside Services.

cc: June Pitchford, Auditor
Aron Gish, IT
Zim Schwartz, Joint Communications
Bid File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
INTERNET SERVICE PROVIDER**

The Agreement **40-24AUG10** dated January 27, 2011 made by and between Boone County, Missouri and Centurytel Long Distance, LLC d/b/a CenturyLink Long Distance for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** the attached CenturyLink pricing per quote SPR-24296. This amendment will replace the 9 and 10 Mb pricing and adds a 13 Mb pricing option.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CENTURYTEL LONG DISTANCE, LLC
D/B/A CENTURYLINK LONG DISTANCE**

by *Karen Crastie*
title V.P./G.M

BOONE COUNTY, MISSOURI

by: *[Signature]*
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

- 2040/48002/\$385/month (1.5 Mb)
- 2905/48002/\$385/month (1.5 Mb)
- 1170/71100/\$985/month (7 Mb)
- 2020/71100/\$650/month (13 Mb)

<u><i>June Pitchford by JMB</i></u>	<u><i>10/18/2011</i></u>	
Signature	Date	Appropriation Account

Enterprise Special Pricing



Unless otherwise explicitly noted in this memo, pricing approval is based upon utilizing CenturyLink's standard contract and standard terms and conditions and is contingent upon all services being sold as a package. If non-standard terms and conditions are present in this package, including promotional offers, or not all of the services are sold at the same time without being noted, please contact the pricing analyst.

Unless otherwise explicitly noted, prices above do not include trip charges, service order charges or access charges. It is exclusive of any regulatory fees and surcharges that would otherwise apply.

Other Terms

- 1 year term with 4 one year renewal options.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

25th

day of

October

20

11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Request for Proposal 19-27SEP11 – Records Storage and Management to Con-Agg of MO, d/b/a Underground Records Management. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

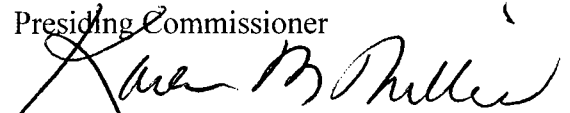
Done this 25th day of October, 2011.

ATTEST:

Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 11, 2011
RE: RFP Award Recommendation: 19-27SEP11 – Records Storage and Management

The Request for Proposal for *Records Storage and Management* closed on September 27, 2011. Three proposal responses were received.

The evaluation committee consisted of the following:

Nora Dietzel, Lead Deputy Recorder, Recorder's Office
Carol Rumble, Deputy Clerk, Circuit Clerk's Office

The evaluation committee recommends award to Con-Agg of MO, d/b/a Underground Records Management per their attached evaluation report for offering the lowest and best proposal for Boone County. No Purchase Requisitions are attached since this is a term and supply contract. Invoices will be paid from 1196 – Records Management, account 71525 – Storage Charges and 2800 – Storage & Preservation, 23020 – Microfilm/Film.

ATT: Evaluation Report
Evaluation Report Form
Pricing Spreadsheet

cc: Proposal File

Evaluation Report for Request for Proposal

19-27SEP11 – Records Storage and Management

OFFEROR #1: cintas Document Management

It has been determined that **cintas** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **cintas** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- A climate controlled onsite room available for authorized personnel to review records (page 3).
- On-line software that allows for searching, scheduling retrieval, track status and activity of inventory, process items for destruction, inventory reports (page 5).
- Provided a disaster plan.

Concerns:

- Where is the location of their storage facility? They say they can deliver an emergency request for a record within one hour (page 2); however the address is Hazelwood, MO (page 3).
- If enter into a contract, would need the “proof of enrollment” for the Work Authorization Certification.
- Pricing to move boxes to Underground and Underground will also have a charge to move the boxes to their open area – makes pricing not very competitive. Delivery charge was also high.
- Is the disaster recovery provided with a contract or would there be a separate charge? (page 5)
- How does Cintas back-up their records? (i.e. what we provide to them)

Experience/Expertise of Offeror

Strengths:

Concerns:

- How long have they been providing record storage and management services?

OFFEROR #2: Fry-Wagner Mid-MO, Inc.

 X It has been determined that Fry-Wagner has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that Fry-Wagner has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Multiple climate controlled onsite rooms available for authorized personnel to review records (3.2.n.).
- Not charging to move records from our current provider's location.
- Provide a disaster plan. Is there an additional charge?

Concerns:

- The delivery service charge and emergency delivery charge are high as well as the termination costs.

Experience/Expertise of Offeror

Strengths:

Concerns:

- How long have they been providing record storage and management services?

OFFEROR #3: Con-Agg of MO, L.L.C. dba Underground Records Management

 X It has been determined that **Underground Records Management** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Underground Records Management** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Due to warehouse being underground, they are not susceptible to tornado and storm damage (5.).
- Internet account access to order items to be picked up or delivered (page 3).
- Fees are reasonable.

Concerns:

- Proprietary statement on the Customer Service Manual (Exhibit B). We are a sunshine state.

Experience/Expertise of Offeror

Strengths:

- Been providing Record storage and management services since 2003.
- Providing this service successfully for Boone County since 2005. Customer service has been excellent with Underground.

Concerns:

- None identified

Summary: The evaluation committee's first meeting for review was October 11, 2011. At this meeting, the committee reviewed the strengths and weaknesses of each of the proposal responses, then scored the Offerors. Underground Records Management scored the highest. The committee recommended a clarification be sent to Underground to allow the vendor the opportunity to remove the proprietary statement they included in their Customer Service Manual. A clarification was sent to Underground Records Management regarding this statement. Underground provided a response to the clarification removing the proprietary language.


RECOMMENDATION: Our recommendation for award is Underground Records Management. This evaluation report represents our subjective opinion regarding Offeror's strengths and concerns and is based upon our analysis of the relevant facts, as contained in Offeror's proposal response.

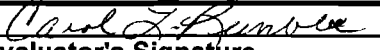
EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER - **19-27SEP11 - Records Storage and Management**
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
cintas Document Management	15	8	23	21	44.0
Fry-Wagner Mid-MO, Inc.	18	10	28	27	55.0
Underground Records Management	30	20	50	50	100.0

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

	<i>10-11-11</i>
Evaluator's Signature	Date
Nora Dietzel	Recorder

	<i>10-11-11</i>
Evaluator's Signature	Date
Carol Rumble	Circuit Clerk

19-27SEP11 - Records Storage and Management

PRICING FOR CIRCUIT CLERK'S RECORDS

PROPOSAL TABULATION		Estimated Qty.	Cintas	Cintas Total	Fry-Wagner Mid-Missouri	Fry-Wagner Total	Underground Records Management	Underground Total
5.20	TRANSFER COST OF CIRCUIT CLERK'S RECORDS (LUMP SUM)	1	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00
5.21	COST FOR COUNTY TO DELIVER BOXES FOR STORAGE	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.3 Monthly Storage:							
	a. Standard Box	2485	\$0.24	\$596.40	\$0.16	\$397.60	\$0.20	\$497.00
	c. Metal File Cabinet	69	\$10.00	\$690.00	\$2.00	\$138.00	\$1.12	\$77.28
	d. Record Book	518	\$2.00	\$1,036.00	\$0.08	\$41.44	\$0.20	\$103.60
5.40	SECURED LOCKED ROOM							
	a. Standard Box	2485	\$0.72	\$1,789.20	\$0.16	\$397.60	\$0.38	\$944.30
	c. Metal File Cabinet	69	\$30.00	\$2,070.00	\$2.00	\$138.00	\$2.24	\$154.56
	d. Record Book	518	\$6.00	\$3,108.00	\$0.08	\$41.44	\$0.38	\$196.84
5.50	CONTRACTOR PICKUP AND/OR DELIVERY SERVICE							
	a. File/Document	140	\$2.50	\$350.00	\$2.00	\$280.00	\$1.00	\$140.00
	b. Box	325	\$2.00	\$650.00	\$2.00	\$650.00	\$1.00	\$325.00
5.60	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	a. File/Document	0	\$2.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
	b. Box	140	\$2.00	\$280.00	\$2.00	\$280.00	\$0.00	\$0.00
	OTHER FEES							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other:	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	PICK UP/DELIVERY ROUND TRIP							
	a. County Court House	140	\$55.00	\$7,700.00	\$25.00	\$3,500.00	\$15.00	\$2,100.00
	b. County Government Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	c. County Johnson Building	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	d. County Public Works (south)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	e. County Public Works (north)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	f. County Sheriff Department	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	g. County Juvenile Justice Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
5.70	EMERGENCY DELIVERY SERVICE	5	\$150.00	\$750.00	\$150.00	\$750.00	\$35.00	\$175.00
5.80	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving	140	\$0.00	\$0.00	\$1.00	\$140.00	\$1.60	\$224.00
5.90	INVENTORY LISTING	140	\$0.10	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00
5.10	Temporary Withdrawal from storage:							
	a. File/Document	60	\$0.00	\$0.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$0.00	\$0.00	\$2.00	\$6.00	\$1.95	\$5.85
5.11	PERMANENT WITHDRAWAL FROM STORAGE							
	a. File/Document	518	\$0.00	\$0.00	\$4.00	\$2,072.00	\$1.95	\$1,010.10
	b. Box	2485	\$0.00	\$0.00	\$4.00	\$9,940.00	\$1.95	\$4,845.75
5.12	RE-FILLING							
	a. File/Document	60	\$2.50	\$150.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$2.00	\$6.00	\$2.00	\$6.00	\$1.95	\$5.85
5.13	FACSIMILE TRANSMISSION OF COUNTY RECORDS (PER PAGE)	0	\$0.25	\$0.00	\$0.05	\$0.00	\$0.25	\$0.00
5.14	PHOTOCOPY SERVICES (PER PAGE)							
	a. Copying Done By Contractor	0	\$0.20	\$0.00	\$0.05	\$0.00	\$1.00	\$0.00
	b. Copying Done By County staff	10	\$0.00	\$0.00	\$0.03	\$0.30	\$0.25	\$2.50
5.15	RECORDS DESTRUCTION, INCLUDING PICK-UP : RECYCLING ONLY)							

	a. Standard Box	325	\$5.00	\$1,625.00	\$5.00	\$1,625.00	\$1.68	\$546.00
	b. Long Box	0	\$5.00	\$0.00	\$8.50	\$0.00	\$7.20	\$0.00
	c. Metal File Cabinet	0	\$5.00	\$0.00	\$40.00	\$0.00	\$7.20	\$0.00
	d. Record Book	0	\$5.00	\$0.00	\$2.00	\$0.00	\$3.60	\$0.00
	e. Fed X Box	0	\$5.00	\$0.00	\$5.00	\$0.00	\$3.60	\$0.00
5.16	RECORDS SHREDDING (PER POUND)							
	a. Paper	50	\$0.10	\$5.00	\$0.12	\$6.00	\$0.08	\$4.00
	b. Mixed-Media	0	\$0.35	\$0.00	\$0.12	\$0.00	\$0.00	\$0.00
5.17	TERMINATION COSTS							
	a. fixed cost per cubic foot of stored records	0	\$0.00	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00
CIRCUIT CLERK TOTAL				\$25,619.60		\$20,650.38		\$11,591.63

PRICING FOR RECORDER OF DEEDS MICROFILM BOXES AND CABINETS

5.17	TRANSFER COST OF RECORDER'S RECORDS (LUMP SUM)	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5.18	MEDIA VAULT MONTHLY STORAGE							
	Odd Size Box	57	\$2.00	\$114.00	\$0.26	\$14.82	\$0.55	\$31.35
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.60	\$0.00	\$2.24	\$0.00
5.19	CONTRACTOR PICKUP AND /OR DELIVERY SERVICE							
	Odd Size Box	6	\$2.00	\$12.00	\$2.00	\$12.00	\$1.00	\$6.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.20	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	Odd Size Box	6	\$2.00	\$12.00	\$1.00	\$6.00	\$0.00	\$0.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
5.21	OTHER FEES COUNTY MAY INCUR							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other:	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.22	PICKUP/DELIVERY ROUND TRIP							
	County Government Center	6	\$119.00	\$714.00	\$25.00	\$150.00	\$1.00	\$6.00
5.23	EMERGENCY DELIVERY	6	\$250.00	\$1,500.00	\$150.00	\$900.00	\$35.00	\$210.00
5.24	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER THE INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving (BOX)	57	\$0.00	\$0.00	\$1.00	\$57.00	\$1.60	\$91.20
	Preparing inventory, indexing, labeling, placing on shelving (CABINET)	0	\$0.00	\$0.00	\$2.00	\$0.00	\$1.60	\$0.00
5.25	5.25. Inventory Listing:	57	\$0.10	\$5.70	\$0.00	\$0.00	\$0.00	\$0.00
5.26	TEMPORARY WITHDRAWAL FROM STORAGE							
	Odd Size Box	10	\$0.00	\$0.00	\$2.00	\$20.00	\$1.95	\$19.50
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.27	PERMANENT WITHDRAWAL FROM STORAGE							
	Odd Size Box	57	\$0.00	\$0.00	\$4.00	\$228.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.28	5.28. Re-filing:							
	Odd Size Box	57	\$2.00	\$114.00	\$2.00	\$114.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.29	TERMINATION COSTS							

a. fixed cost per cubic foot of stored records	145.7	\$0.00	\$0.00	\$1.50	\$218.55	\$0.00	\$0.00
RECORDER TOTAL			\$3,471.70		\$1,721.37		\$586.35
CIRCUIT CLERK & RECORDER GRAND TOTAL			\$29,091.30		\$22,371.75		\$12,177.98

19-27SEP11 - Records Storage and Management

PRICING FOR CIRCUIT CLERK'S RECORDS

PROPOSAL TABULATION		Estimated Qty.	Cintas	Cintas Total	Fry-Wagner Mid-Missouri	Fry-Wagner Total	Underground Records Management	Underground Total
5.20	TRANSFER COST OF CIRCUIT CLERK'S RECORDS (LUMP SUM)	1	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00
5.21	COST FOR COUNTY TO DELIVER BOXES FOR STORAGE	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.3 Monthly Storage:							
	a. Standard Box	2485	\$0.24	\$596.40	\$0.16	\$397.60	\$0.20	\$497.00
	c. Metal File Cabinet	69	\$10.00	\$690.00	\$2.00	\$138.00	\$1.12	\$77.28
	d. Record Book	518	\$2.00	\$1,036.00	\$0.08	\$41.44	\$0.20	\$103.60
5.40	SECURED LOCKED ROOM							
	a. Standard Box	2485	\$0.72	\$1,789.20	\$0.16	\$397.60	\$0.38	\$944.30
	c. Metal File Cabinet	69	\$30.00	\$2,070.00	\$2.00	\$138.00	\$2.24	\$154.56
	d. Record Book	518	\$6.00	\$3,108.00	\$0.08	\$41.44	\$0.38	\$196.84
5.50	CONTRACTOR PICKUP AND/OR DELIVERY SERVICE							
	a. File/Document	140	\$2.50	\$350.00	\$2.00	\$280.00	\$1.00	\$140.00
	b. Box	325	\$2.00	\$650.00	\$2.00	\$650.00	\$1.00	\$325.00
5.60	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	a. File/Document	0	\$2.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
	b. Box	140	\$2.00	\$280.00	\$2.00	\$280.00	\$0.00	\$0.00
	OTHER FEES							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other:	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	PICK UP/DELIVERY ROUND TRIP							
	a. County Court House	140	\$55.00	\$7,700.00	\$25.00	\$3,500.00	\$15.00	\$2,100.00
	b. County Government Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	c. County Johnson Building	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	d. County Public Works (south)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	e. County Public Works (north)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	f. County Sheriff Department	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	g. County Juvenile Justice Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
5.70	EMERGENCY DELIVERY SERVICE	5	\$150.00	\$750.00	\$150.00	\$750.00	\$35.00	\$175.00
5.80	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving	140	\$0.00	\$0.00	\$1.00	\$140.00	\$1.60	\$224.00
5.90	INVENTORY LISTING	140	\$0.10	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00
5.10	Temporary Withdrawal from storage:							
	a. File/Document	60	\$0.00	\$0.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$0.00	\$0.00	\$2.00	\$6.00	\$1.95	\$5.85
5.11	PERMANENT WITHDRAWAL FROM STORAGE							
	a. File/Document	518	\$0.00	\$0.00	\$4.00	\$2,072.00	\$1.95	\$1,010.10
	b. Box	2485	\$0.00	\$0.00	\$4.00	\$9,940.00	\$1.95	\$4,845.75
5.12	RE-FILLING							
	a. File/Document	60	\$2.50	\$150.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$2.00	\$6.00	\$2.00	\$6.00	\$1.95	\$5.85
5.13	FACSIMILE TRANSMISSION OF COUNTY RECORDS (PER PAGE)	0	\$0.25	\$0.00	\$0.05	\$0.00	\$0.25	\$0.00
5.14	PHOTOCOPY SERVICES (PER PAGE)							
	a. Copying Done By Contractor	0	\$0.20	\$0.00	\$0.05	\$0.00	\$1.00	\$0.00
	b. Copying Done By County staff	10	\$0.00	\$0.00	\$0.03	\$0.30	\$0.25	\$2.50
5.15	RECORDS DESTRUCTION, INCLUDING PICK-UP : RECYCLING ONLY)							

	a. Standard Box	325	\$5.00	\$1,625.00	\$5.00	\$1,625.00	\$1.68	\$546.00
	b. Long Box	0	\$5.00	\$0.00	\$8.50	\$0.00	\$7.20	\$0.00
	c. Metal File Cabinet	0	\$5.00	\$0.00	\$40.00	\$0.00	\$7.20	\$0.00
	d. Record Book	0	\$5.00	\$0.00	\$2.00	\$0.00	\$3.60	\$0.00
	e. Fed X Box	0	\$5.00	\$0.00	\$5.00	\$0.00	\$3.60	\$0.00
5.16	RECORDS SHREDDING (PER POUND)							
	a. Paper	50	\$0.10	\$5.00	\$0.12	\$6.00	\$0.08	\$4.00
	b. Mixed-Media	0	\$0.35	\$0.00	\$0.12	\$0.00	\$0.00	\$0.00
5.17	TERMINATION COSTS							
	a. fixed cost per cubic foot of stored records	0	\$0.00	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00
CIRCUIT CLERK TOTAL				\$25,619.60		\$20,650.38		\$11,591.63

PRICING FOR RECORDER OF DEEDS MICROFILM BOXES AND CABINETS								
5.17	TRANSFER COST OF RECORDER'S RECORDS (LUMP SUM)	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5.18	MEDIA VAULT MONTHLY STORAGE							
	Odd Size Box	57	\$2.00	\$114.00	\$0.26	\$14.82	\$0.55	\$31.35
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.60	\$0.00	\$2.24	\$0.00
5.19	CONTRACTOR PICKUP AND /OR DELIVERY SERVICE							
	Odd Size Box	6	\$2.00	\$12.00	\$2.00	\$12.00	\$1.00	\$6.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.20	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	Odd Size Box	6	\$2.00	\$12.00	\$1.00	\$6.00	\$0.00	\$0.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
5.21	OTHER FEES COUNTY MAY INCUR							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other:	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.22	PICKUP/DELIVERY ROUND TRIP							
	County Government Center	6	\$119.00	\$714.00	\$25.00	\$150.00	\$1.00	\$6.00
5.23	EMERGENCY DELIVERY	6	\$250.00	\$1,500.00	\$150.00	\$900.00	\$35.00	\$210.00
5.24	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER THE INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving (BOX)	57	\$0.00	\$0.00	\$1.00	\$57.00	\$1.60	\$91.20
	Preparing inventory, indexing, labeling, placing on shelving (CABINET)	0	\$0.00	\$0.00	\$2.00	\$0.00	\$1.60	\$0.00
5.25	5.25. Inventory Listing:	57	\$0.10	\$5.70	\$0.00	\$0.00	\$0.00	\$0.00
5.26	TEMPORARY WITHDRAWAL FROM STORAGE							
	Odd Size Box	10	\$0.00	\$0.00	\$2.00	\$20.00	\$1.95	\$19.50
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.27	PERMANENT WITHDRAWAL FROM STORAGE							
	Odd Size Box	57	\$0.00	\$0.00	\$4.00	\$228.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.28	5.28. Re-filling:							
	Odd Size Box	57	\$2.00	\$114.00	\$2.00	\$114.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.29	TERMINATION COSTS							

	a. fixed cost per cubic foot of stored records	145.7	\$0.00	\$0.00	\$1.50	\$218.55	\$0.00	\$0.00
	RECORDER TOTAL			\$3,471.70		\$1,721.37		\$586.35
	CIRCUIT CLERK & RECORDER GRAND TOTAL			\$29,091.30		\$22,371.75		\$12,177.98

19-27SEP11 - Records Storage and Management

PRICING FOR CIRCUIT CLERK'S RECORDS

PROPOSAL TABULATION		Estimated Qty.	Cintas	Cintas Total	Fry-Wagner Mid-Missouri	Fry-Wagner Total	Underground Records Management	Underground Total
5.20	TRANSFER COST OF CIRCUIT CLERK'S RECORDS (LUMP SUM)	1	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00
5.21	COST FOR COUNTY TO DELIVER BOXES FOR STORAGE	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.3. Monthly Storage:							
	a. Standard Box	2485	\$0.24	\$596.40	\$0.16	\$397.60	\$0.20	\$497.00
	c. Metal File Cabinet	69	\$10.00	\$690.00	\$2.00	\$138.00	\$1.12	\$77.28
	d. Record Book	518	\$2.00	\$1,036.00	\$0.08	\$41.44	\$0.20	\$103.60
5.40	SECURED LOCKED ROOM							
	a. Standard Box	2485	\$0.72	\$1,789.20	\$0.16	\$397.60	\$0.38	\$944.30
	c. Metal File Cabinet	69	\$30.00	\$2,070.00	\$2.00	\$138.00	\$2.24	\$154.56
	d. Record Book	518	\$6.00	\$3,108.00	\$0.08	\$41.44	\$0.38	\$196.84
5.50	CONTRACTOR PICKUP AND/OR DELIVERY SERVICE							
	a. File/Document	140	\$2.50	\$350.00	\$2.00	\$280.00	\$1.00	\$140.00
	b. Box	325	\$2.00	\$650.00	\$2.00	\$650.00	\$1.00	\$325.00
5.60	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	a. File/Document	0	\$2.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
	b. Box	140	\$2.00	\$280.00	\$2.00	\$280.00	\$0.00	\$0.00
	OTHER FEES							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	PICK UP/DELIVERY ROUND TRIP							
	a. County Court House	140	\$55.00	\$7,700.00	\$25.00	\$3,500.00	\$15.00	\$2,100.00
	b. County Government Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	c. County Johnson Building	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	d. County Public Works (south)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	e. County Public Works (north)	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	f. County Sheriff Department	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
	g. County Juvenile Justice Center	0	\$55.00	\$0.00	\$25.00	\$0.00	\$15.00	\$0.00
5.70	EMERGENCY DELIVERY SERVICE	5	\$150.00	\$750.00	\$150.00	\$750.00	\$35.00	\$175.00
5.80	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving	140	\$0.00	\$0.00	\$1.00	\$140.00	\$1.60	\$224.00
5.90	INVENTORY LISTING	140	\$0.10	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00
5.10	Temporary Withdrawal from storage:							
	a. File/Document	60	\$0.00	\$0.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$0.00	\$0.00	\$2.00	\$6.00	\$1.95	\$5.85
5.11	PERMANENT WITHDRAWAL FROM STORAGE							
	a. File/Document	518	\$0.00	\$0.00	\$4.00	\$2,072.00	\$1.95	\$1,010.10
	b. Box	2485	\$0.00	\$0.00	\$4.00	\$9,940.00	\$1.95	\$4,845.75
5.12	RE-FILLING							
	a. File/Document	60	\$2.50	\$150.00	\$2.00	\$120.00	\$1.95	\$117.00
	b. Box	3	\$2.00	\$6.00	\$2.00	\$6.00	\$1.95	\$5.85
5.13	FACSIMILE TRANSMISSION OF COUNTY RECORDS (PER PAGE)	0	\$0.25	\$0.00	\$0.05	\$0.00	\$0.25	\$0.00
5.14	PHOTOCOPY SERVICES (PER PAGE)							
	a. Copying Done By Contractor	0	\$0.20	\$0.00	\$0.05	\$0.00	\$1.00	\$0.00
	b. Copying Done By County staff	10	\$0.00	\$0.00	\$0.03	\$0.30	\$0.25	\$2.50
5.15	RECORDS DESTRUCTION, INCLUDING PICK-UP : RECYCLING ONLY)							

	a. Standard Box	325	\$5.00	\$1,625.00	\$5.00	\$1,625.00	\$1.68	\$546.00
	b. Long Box	0	\$5.00	\$0.00	\$8.50	\$0.00	\$7.20	\$0.00
	c. Metal File Cabinet	0	\$5.00	\$0.00	\$40.00	\$0.00	\$7.20	\$0.00
	d. Record Book	0	\$5.00	\$0.00	\$2.00	\$0.00	\$3.60	\$0.00
	e. Fed X Box	0	\$5.00	\$0.00	\$5.00	\$0.00	\$3.60	\$0.00
5.16	RECORDS SHREDDING (PER POUND)							
	a. Paper	50	\$0.10	\$5.00	\$0.12	\$6.00	\$0.08	\$4.00
	b. Mixed-Media	0	\$0.35	\$0.00	\$0.12	\$0.00	\$0.00	\$0.00
5.17	TERMINATION COSTS							
	a. fixed cost per cubic foot of stored records	0	\$0.00	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00
CIRCUIT CLERK TOTAL				\$25,619.60		\$20,650.38		\$11,591.63

PRICING FOR RECORDER OF DEEDS MICROFILM BOXES AND CABINETS

5.17	TRANSFER COST OF RECORDER'S RECORDS (LUMP SUM)	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5.18	MEDIA VAULT MONTHLY STORAGE							
	Odd Size Box	57	\$2.00	\$114.00	\$0.26	\$14.82	\$0.55	\$31.35
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.60	\$0.00	\$2.24	\$0.00
5.19	CONTRACTOR PICKUP AND /OR DELIVERY SERVICE							
	Odd Size Box	6	\$2.00	\$12.00	\$2.00	\$12.00	\$1.00	\$6.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.20	BOONE COUNTY DELIVERY AND PICKUP OF BOXES TO/FROM CONTRACTOR'S FACILITY							
	Odd Size Box	6	\$2.00	\$12.00	\$1.00	\$6.00	\$0.00	\$0.00
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00
5.21	OTHER FEES COUNTY MAY INCUR							
	c. Set-Up Fees - Open Account	1	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00
	d. (Initial/Final) - Close Account	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	e. Other:	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.22	PICKUP/DELIVERY ROUND TRIP							
	County Government Center	6	\$119.00	\$714.00	\$25.00	\$150.00	\$1.00	\$6.00
5.23	EMERGENCY DELIVERY	6	\$250.00	\$1,500.00	\$150.00	\$900.00	\$35.00	\$210.00
5.24	RECEIVING/HANDLING FOR BOXES PICKED UP AFTER THE INITIAL MOVE							
	Preparing inventory, indexing, labeling, placing on shelving (BOX)	57	\$0.00	\$0.00	\$1.00	\$57.00	\$1.60	\$91.20
	Preparing inventory, indexing, labeling, placing on shelving (CABINET)	0	\$0.00	\$0.00	\$2.00	\$0.00	\$1.60	\$0.00
5.25	5.25. Inventory Listing:	57	\$0.10	\$5.70	\$0.00	\$0.00	\$0.00	\$0.00
5.26	TEMPORARY WITHDRAWAL FROM STORAGE							
	Odd Size Box	10	\$0.00	\$0.00	\$2.00	\$20.00	\$1.95	\$19.50
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.27	PERMANENT WITHDRAWAL FROM STORAGE							
	Odd Size Box	57	\$0.00	\$0.00	\$4.00	\$228.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.28	5.28. Re-filling:							
	Odd Size Box	57	\$2.00	\$114.00	\$2.00	\$114.00	\$1.95	\$111.15
	Metal Aperture Card Cabinet	0	\$4.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00
5.29	TERMINATION COSTS							

a. fixed cost per cubic foot of stored records	145.7	\$0.00	\$0.00	\$1.50	\$218.55	\$0.00	\$0.00
RECORDER TOTAL			\$3,471.70		\$1,721.37		\$586.35
CIRCUIT CLERK & RECORDER GRAND TOTAL			\$29,091.30		\$22,371.75		\$12,177.98

PURCHASE AGREEMENT FOR RECORDS STORAGE AND MANAGEMENT

THIS AGREEMENT dated the 25 day of October 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a Underground Records Management**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Records Storage and Management**, County of Boone Request for Proposal for Records Storage and Management, proposal number **19-27SEP11** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Work Authorization Certification, Addendum Number One, Clarification Number One, as well as the Contractor's proposal response dated September 27, 2011 and Addendum Number One response dated September 26, 2011, executed by Alan Barnes on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Purchase Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Exhibit A, Addendum Number One, Clarification Number One, and the unexecuted Response Page shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide Records Storage and Management for the period **January 1, 2012 through December 31, 2012**. The contract shall have four, one-year renewal periods following the completion of the initial contract term. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. **Billing and Payment** - All billing shall be invoiced to the appropriate County Office/Department, and may only include the prices as identified in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt of a correct statement; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CON-AGG OF MO, L.L.C.
UNDERGROUND RECORDS MANAGEMENT**

BOONE COUNTY, MISSOURI

By: [Signature]
Title: VICE PRESIDENT

By: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

	1196-71525 / 2800-23020 – Term and Supply	
<u>June Pitchford by JMG - No encumbrance required</u>	<u>10/19/2011</u>	
Signature	Date	Appropriation Account

CON-AGG OF MO, L.L.C.

d/b/a: UNDERGROUND RECORDS MANAGEMENT

RESPONSE TO PROPOSAL 19-27SEP11

FOR

RECORDS STORAGE AND MANAGEMENT

**BOONE COUNTY PURCHASING
613 E. ASH STREET
COLUMBIA, MO 65201**



5. Response Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: CON-AGG OF MO, L.L.C.

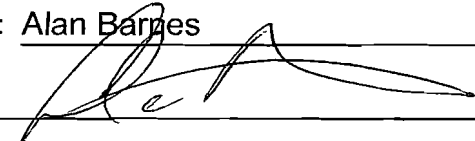
Address: D/B/A UNDERGROUND RECORDS MANAGEMENT
2604 N STADIUM BLVD COLUMBIA, MO 65202

Telephone: 573-446-1940 Fax: 573-446-0278

E-mail Address: jseboldt@conagg-mo.com

Federal Tax ID (or Social Security #): 43-1765061

Print Name: Alan Barnes Title: Vice President

Signature:  Date: 9/27/2011

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote.

The County will not pay for any services, fees or charges not included on the pricing sheet.

5.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

5.1.2. Contract Term: Any Term and Supply Contract period resulting from this Proposal will have an initial term from **January 1, 2012 through December 31,**

and may be automatically renewed for an additional four (4) years unless canceled by the Purchasing Director in writing prior to a renewal term.

5.1.3. Cancellation: The County may cancel the contract with the Contractor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the Contractor from legal remedies available to the County. The Contractor may not cancel the award during the initial contract term, but can, upon sixty (60) days written notice prior to the end of the current contract term, opt not to renew.



BOONE COUNTY, MISSOURI
Request for Proposal #: 19-27SEP11 – Records Storage and Management

ADDENDUM #1 - Issued September 15, 2011


This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

- 1) **Question:** Regarding sections 5.2 and 5.17, is re-boxing necessary, or just re-labeling unless there is carton damage?

Response: The files are in existing boxes that were provided by our current Contractor. Re-labeling will be required by the next awarded Contractor and re-boxing only if required by the awarded contractor or if there is carton damage.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 19-27SEP11 – **Records Storage and Management**, receipt of which is hereby acknowledged:

Company Name: Con-Agg of MO, L.L.C. d/b/a Underground Records Management
Address: 2604 N Stadium Blvd
Columbia, MO 65202

Phone Number: 573-446-1940 Fax Number: 573-446-0278
E-mail address: jseboldt@conagg-mo.com

Authorized Representative Signature:  Date: 9/26/2011

Authorized Representative Printed Name: Alan Barnes

COUNTY OF BOONE – MISSOURI
REQUEST FOR PROPOSAL FOR RECORDS STORAGE AND MANAGEMENT
RFP #19-27SEP11
CONTRACTOR BID RESPONSE-UNDERGROUND RECORDS MANAGEMENT (URM)

3.2 CONTRACTOR REQUIREMENTS:

- a. An appropriately authorized County official or employee can order boxes or other records for either delivery or retrieval by calling our Records Center, sending an email request to the Records Center Representative, or using our secure website. After the order is placed, the County can either pick up or have their order delivered.
- b. URM has been in business since 2003. Please reference Exhibit A of this RFP.
- c. URM is a member of ARMA, both National organization and State chapter.
- d.
 - a. Our standard operating procedures provide this service. See Exhibit B, URM Customer Service Manual, page 3 “How to Have a Box or File Delivered to Your Office”.
 - b. Our standard operating procedures provide this service. See Exhibit B, URM Customer Service Manual, page 3 “How to Have a Box or File Delivered to Your Office”.
- e. Our standard operating procedures provide this service. See Exhibit B, URM Customer Service Manual, page 3 “How to Have a Box or File Delivered to Your Office” and page 8 “Instructions for Filling out Security Lists”.
- f. Our standard operating procedures provide this service. See Exhibit B, URM Customer Service Manual, page 6 “Special Delivery-1 Hour” and 8 “Office Hours”.
- g. Our standard operating procedures provide this service. See Exhibit B, URM Customer Service Manual, page 4, item 18.
- h. Our standard operating procedures provide this service. URM is equipped with a photocopier and a fax machine.
- i. URM is a local company with a local telephone number. We will be storing County records at our Columbia location on North Stadium Boulevard.
- j. The exact address location of URM storage facility is 2500 North Stadium Boulevard, Building Number 4, which is a distance of 4.6 miles from the Boone County Court House.
- k. URM’s facility is a developed underground limestone quarry, which has approximately 100 feet of solid limestone above our warehouse areas. Our floors

are 6-inch concrete on a solid rock foundation. The walls around our record storage area, which are at least four (4) hour fire rated, are made of 10-inch thick solid concrete. Our roof, as previously mentioned, is approximately 100 feet of solid limestone. **Please note our brochure attached as "Exhibit C" that gives further description and pictures of our facility.**

- i. The National Fire Protection Association (NFPA) 232-000 requirements are written specifically for buildings to be constructed on the surface. Accordingly, they do not exactly match the construction of our underground facility, which has a 100-foot limestone roof supported by 40-foot by 40-foot limestone pillars sitting on the solid limestone base. Our plans and construction for our facility have been carefully reviewed by City of Columbia Public Works Department and the City of Columbia Fire Department both before and during construction, and our construction either meets or exceeds all requirements of the National Fire Protection Association. **Our entire facility, including roadways and parking areas, has been fitted with a sprinkler system.**
- m. The items specifically mentioned in this paragraph will be stored in our warehouse and, additionally, inside our vault storage. This storage area meets all criteria outlined in this paragraph. In this particular area humidity is controlled below 40 percent (40%) relative humidity.
- n. Our entire warehouse facility is climate controlled. As mentioned previously, an office area in our climate controlled warehouse will be supplied for use by authorized County personnel to review records at the storage facility once the records have been retrieved by our staff.
- o. **Pest Control:** URM employs Steve's Pest Control for this service. A copy of their invoice is attached as Exhibit E.
- p. **Security:** Our security system is monitored 24/7, 365 days a year by Midwest Electronics. All doors are set with a keypad entry and motion detectors. We have video surveillance and motion detectors at the entrance of the facility as well as our records storage center. The underground facility is locked at night, as is our records center within the underground facility.

Our entire facility is protected by a zoned fire suppression (sprinkler) system. Midwest Electronics monitors the smoke detectors and sprinkler system in our facility and addresses all problems associated with them. Central Missouri Plumbing Company checks and tests our sprinkler system twice a year as required by state and federal laws and regulations.

- a. URM welcomes customer required inspections.
- b. **Contractor Personnel:** The employees hired by URM must meet all requirements of Missouri Department of Transportation for commercial drivers, and

background checks by the Missouri Highway Patrol before final hiring decisions are made.

- q. **Storing:** We will store all County records at least four (4) inches off the floor for moisture protection. Our O'Neil Software System provides the capability of barcoding every container for filing and immediate retrieval.
 - a. Before a box will be accepted into the Records Center, you must place an URM barcode label on the box in the proper location. You must know the contents of your box. A ledger must be completed and accompany your boxes. If you use our Web based system, a ledger is not necessary. It is important for each person listed on the security list to be familiar with the procedures.
- r. **Access Control:** Only authorized County representatives will be allowed to access County records stored in our facility. The County will complete and maintain the Security Form for their account and submit to URM.
 - a. We will provide a secure area, which will be locked by the County for storage of juvenile locked file cabinets and indexing bound book files that only the Circuit Clerk staff or other authorized County personnel can access.
- s. **Disaster Plan:** A copy of our computer disaster plan is attached. See Exhibit D. URM warehouses are located in an underground limestone facility and, accordingly, all records are encased by limestone and concrete. Our facility is not susceptible to normal disasters. Our physical facility will not burn, it cannot flood, and it cannot be damaged by tornadoes or hurricanes. By having a motion detected security system, smoke detectors and sprinkler system, this facility is extremely safe. All of these protective measures are monitored 24 hours a day, 365 days a year, by Midwest Electronics.

Tornado and Storm – Our warehouse is 100 feet underground. We are not susceptible to these hazards.

Power Outage – If an outage occurs, our on-site twin diesel backup generator immediately restores power. In addition, we have battery back-up lights to provide minimal lighting during outages.

Fire – Our building is 100% sprinklered and is protected by smoke and fire alarms. Midwest Electronics monitors these smoke and fire detectors and they would automatically contact the Fire Department if these alarms activated.

1. If a fire starts, the sprinklers would be activated and the fire would be extinguished, because of the construction of our facility, only the contents are potentially flammable.

2. URM would be contacted by Midwest Electronics in any emergency. All employees are notified to come immediately to work.
 3. After the fire is extinguished, damage would be analyzed and appropriate action taken to minimize losses.
 4. URM would notify effected customers so appropriate actions can be taken by them to recover documents. URM maintains a list of companies that recover documents. This list will be made available to customers upon their request.
 5. Check computer equipment and software. Computer disaster and backup procedures are covered separately.
- t. **Accountability:** URM standard operating procedures provide this service. With our computerized bar coding system, we are able to specifically account for all containers of records. In addition, our system provides for specific, detailed inventory information upon request. A copy of our "Customer Service Manual" is attached as Exhibit C. Training will be scheduled upon County request.
- u. URM standard operating procedures provide this service.
- v. **Destruction:** URM is pleased to provide destruction services for any documents as desired by the County. We require a signed document from an authorized County representative before destruction of any boxes or other records. Upon receipt of such authorization, URM will pull the appropriate documents, deliver the documents to our destruction area and destroy them with our shredder. A certificate of destruction will be provided as required by County personnel. County personnel are welcome to monitor destruction of County records.

URM uses a cross-cut shredder to destroy documents, and we recycle all shredded paper.

- a. URM can destroy records on a quarterly basis per County request. URM does not destroy mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. URM has an outside vendor who can destroy these items if the County chooses to use them.
 - b. **Shredding:** County personnel may not use URM shredding equipment due to company safety regulations. However, County personnel may witness the destruction of sensitive documents by appointment.
- w. **Termination Costs:** URM does not assess "termination costs". If the County terminates the contract, URM will retrieve the containers per the County's request at the contracted retrieval fee per container.

Pricing for Circuit Clerk's Reords:

5.2. **Transfer Cost of Circuit Clerk's records:** Total transfer cost for Offeror to furnish all labor, materials and equipment for the transfer of all records detailed above from the County's current storage location site (Underground Records Management) to the Contractor location. Initial move of our boxes shall include re-boxing and labeling per Contractor's system to file at Contractor's location.

\$ 0.00 Lump Sum (Records are currently at our location)

5.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.
0.00 cost to County. Boxes are currently at our location.

5.3. Monthly Storage:

a. Standard Box	\$ <u>.20</u>	each
b. Long Box	\$ <u>.28</u>	each
c. Metal File Cabinet	\$ <u>1.12</u>	each
d. Record Book	\$ <u>.20</u>	each
e. Fed X Box	\$ <u>.20</u>	each

5.4. Secure, locked room (accessible only to Boone County designated staff Records

Storage per Month:

a. Standard Box	\$ <u>.38</u>	each
b. Long Box	\$ <u>.56</u>	each
c. Metal File Cabinet	\$ <u>2.24</u>	each
d. Record Book	\$ <u>.38</u>	each
e. Fed X Box	\$ <u>.38</u>	each

5.5. Contractor Pickup and/or Delivery Service:

a. File/Document	\$ <u>15.00</u>	each round trip plus \$1.00 per item after first item
b. Box	\$ <u>15.00</u>	each round trip plus \$1.00 per item after first item

5.6. Boone County Delivery and Pickup of Boxes to/from Contractor's Facility:

a. File/Document	\$ <u>0.00</u>	each
b. Box	\$ <u>0.00</u>	each

State other fees the County may occur if other County departments utilize this contract.

c. Set-Up Fees - Open Account	\$ <u>0.00</u>	each	No fee to set up account.
d. (Initial/Final) — Close Account	\$ <u>0.00</u>	each	No fee to close account.
e. Other: _____	\$ _____	each	

5.6 Pickup/Delivery Round Trip:

a. County Court House	\$ <u>15.00</u>	each
b. County Government Center	\$ <u>15.00</u>	each
c. County Johnson Building	\$ <u>15.00</u>	each
d. County Public Works (south)	\$ <u>15.00</u>	each

- e. County Public Works (north) \$ 15.00 each
- f. County Sheriff Department \$ 15.00 each
- g. County Juvenile Justice Center \$ 15.00 each

5.7. Emergency Delivery Service: \$ 35.00 each

5.8. Receiving/Handling for boxes picked up after the initial move:
(Preparing inventory, indexing, labeling, placing on shelving) \$ 1.60 box

5.9. Inventory Listing: \$ 0.00

5.10. Temporary Withdrawal from storage:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

5.11. Permanent Withdrawal from Storage:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

5.12. Re-filling:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

5.13. Facsimile Transmission of County records (per page): \$ 0.25 Page, local call

5.14. Photocopy Services (per page):

- a. Copying Done By Contractor \$ 1.00 page
- b. Copying Done By County staff \$ 0.25 page

5.15. Records Destruction, including pick-up: (recycling only)

- a. Standard Box \$ 1.68 each (21 lbs average weight per box at .08 per pound)
- b. Long Box \$ 7.20 each
- c. Metal File Cabinet \$ 7.20 each
- d. Record Book \$ 3.60 each
- e. Fed X Box \$ 3.60 each

5.16. Records Shredding (per pound):

- a. Paper \$.08 pound
- b. Mixed-Media \$ N/A pound (URM does not destroy media items)

5.17. Termination Costs:

- a. fixed cost per cubic foot of stored records \$ 0.00 /cubic foot

Pricing for Recorder of Deeds Microfilm boxes and cabinets:

Odd size boxes include the following sizes:

14x14x16

17x14x13

22x24x10

25x16x11

Metal Aperture Card Cabinets, 19x29x40

5.17. **Transfer Cost of Recorder's records:** Total transfer cost for Offeror to furnish all labor, materials and equipment for the transfer of all Recorder of Deed's records from the County's current storage location site (Underground Records Management) to the Contractor location. Initial move of our boxes shall include re-boxing and labeling per Contractor's system to file at Contractor's location.

\$ 0.00 Lump Sum (Records are currently at our location)

5.18. **Media Vault (secure, locked vault, accessible only by authorized Boone County personnel) Monthly Storage:**

Odd Size Box \$.55 each

Metal Aperture Card Cabinet \$ 2.24 each

5.19. **Contractor Pickup and/or Delivery Service — Boone County Government Center:**

Odd Size Box \$ 15.00 each round trip plus \$1.00 per item after first item
Metal Aperture Card Cabinet \$ N/A Due to weight and safety URM will not move.
URM can coordinate a 3rd party vendor if needed

5.20. **Boone County Delivery and Pickup of Boxes to/from Contractor's Facility:**

Odd Size Box \$ 0.00 each

Metal Aperture Card Cabinet \$ 0.00 each

5.21. **State other fees the County may occur if other County departments utilize this contract.**

c. Set-Up Fees - Open Account \$ 0.00 each No fee to set-up account

d. (Initial/Final) — Close Account \$ 0.00 each No fee to close account

e. Other: _____ \$ _____ each

5.22. **Pickup/Delivery Round Trip:**

County Government Center \$ 15.00 each round trip plus \$1.00 per item after first item

5.23. **Emergency Delivery Service:** \$ 35.00 each

5.24. **Receiving/Handling for boxes picked up after the initial move:**

(Preparing inventory, indexing, labeling, placing on shelving) \$ 1.60 box
\$ 1.60 cabinet

5.25. **Inventory Listing:** \$ 0.00

5.26. Temporary Withdrawal from storage:

Odd Size Box \$ 1.95 each
Metal Aperture Card Cabinet \$ N/A Due to weight and safety URM will not move.
URM can coordinate a 3rd party vendor if needed

5.27. Permanent Withdrawal from Storage:

Odd Size Box \$ 1.95 each
Metal Aperture Card Cabinet \$ N/A Due to weight and safety URM will not move.
URM can coordinate a 3rd party vendor if needed

5.28. Re-filling:

Odd Size Box \$ 1.95 each
Metal Aperture Card Cabinet \$ N/A Due to weight and safety URM will not move.
URM can coordinate a 3rd party vendor if needed

5.29. Termination Costs:

a. fixed cost per cubic foot of stored records \$ 0.00 /cubic foot

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Con-Agg of MO, LLC d/b/a Underground Records Management** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 235307

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Con-Agg of MO, LLC

Larry Moore

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/04/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/04/2009

Date

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- N/A 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- N/A 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- N/A 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Proposal Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Alan Barnes Vice President
Name and Title of Authorized Representative

Signature

9/26/2011

Date



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

"No Bid" Response Form

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

N/A

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 19-27SEP11 – Records Storage and Management

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

EXHIBIT A

PRIOR EXPERIENCE

Please provide a minimum of three local customers currently using your records storage facility and service. The County reserves the right to ask for additional information.

1. **Prior Services Performed for:**
Company Name: Missouri Cancer Associates
Address: 1705 E Broadway, Ste 100
Columbia, MO 65201
Contact Name: Anna Ingles
Telephone Number: 573-874-7800 opt 4
Date of Contract: April 2005
Length of Contract: No expiration date
Description of Prior Services (include dates): Deliver and pickup medical records according to HIPPA requirements several times a week. Pick up new boxes and add to URM shelves several times a year. Pull and destroy boxes per customer request. All services performed on various dates.

2. **Prior Services Performed for:**
Company Name: University of Missouri-Hospitals & Clinics
Address: 1 Hospital Drive
Columbia, MO 65212
Contact Name: Tim Waller
Telephone Number: 573-882-3114
Date of Contract: June 2011
Length of Contract: 5 years (2nd 5 year contract with University for records storage)
Description of Prior Services (include dates): Deliver and pickup medical records according to HIPPA requirements several times a week. Pick up new boxes and add to URM shelves throughout the year. All services performed on various dates.

3. **Prior Services Performed for:**
Company Name: ABC Labs
Address: 4780 Discovery Drive
Columbia, MO 65201
Contact Name: Kathy Drexler
Telephone Number: 573-777-6265
Date of Contract: July 2005
Length of Contract: No expiration date
Description of Prior Services (include dates): Deliver and pickup boxes several times a week. Pick up new boxes and add to URM shelves several times a year. Pull and destroy boxes per customer request. All services performed on various dates.

4. **Prior Services Performed for:**
Company Name: ASI Cafeteria Planning
Address: 201 W Broadway, Bldg 4
Columbia, MO 65201
Contact Name: Patty House
Telephone Number: 573-442-3035
Date of Contract: February 2005
Length of Contract: No expiration date
Description of Prior Services (include dates): Deliver and pickup boxes several times a month. Pick up new boxes and add to URM shelves several times a year. Pull and destroy boxes per customer request. All services performed on various dates.



CUSTOMER SERVICE MANUAL

FOR

BOONE COUNTY

UNDERGROUND RECORDS MANAGEMENT

OFFICE RECORDS MANAGEMENT

2500 NORTH STADIUM BOULEVARD
COLUMBIA MO 65202
PHONE: 573-446-1940
FAX: 573-446-0278

ADMINISTRATIVE OFFICE
2604 NORTH STADIUM BOULEVARD
COLUMBIA MO 65202
PHONE: 573-446-1940
FAX: 573-446-0278

This customer service manual is the property of Underground Records Management. Because it contains confidential information proprietary to Underground Records Management, no copies may be made of the contents herein. The contents should not be disclosed to anyone other than those persons listed on your security list and/or the person whose signature appears on your contract without permission from a duly authorized officer of Underground Records Management.

Underground Records Management agrees to comply with the rules and regulations of operation as stated in this Customer Service Manual.

Preparing Boxes for Storage

1. Before a box will be accepted into the Records Center, you must place an **Underground Records Management (URM)** barcode label on the box in the proper location.
2. Every box must be a conventional records storage box—a box manufactured specifically for records storage.
3. Do not over-pack the box. The box should be from 75% to 90% full. This will allow space for future inserts. The lid must fit flat on top of the box with no hump.
4. You must know the contents of your box. A ledger must be completed and accompany your boxes. If you use our Web based system, a ledger is not necessary. *It is important for each person listed on the security list to be familiar with each procedure listed herein.*
5. It is your responsibility to inform URM as to who has the authority to access records. Only the persons listed on your security list will be allowed to access your records.

Barcode Labels

6. You will be given an ample supply of barcode labels to place on all of your boxes. Place the barcode label on the upper right hand corner to the right of the handle hole.
7. For organizations with departments, each department will be assigned its own barcode numbers. If your department runs out of barcode numbers, request a new set of numbers for your department from URM. **Never use a barcode number from another department.**

The Box

8. URM will accept any conventional records storage box for storage. We will not accept boxes manufactured for any purpose other than records storage. If a box does not conform to our policy, the contents will need to be re-boxed into a conforming container.
9. If the box is damaged (i.e., hand hold torn or damaged, no top, sides split, requires tape to be held together, etc.), the contents will need to be re-boxed. URM will perform this service at its discretion.
10. URM stocks the standard 1.2 cubic foot (10x12x15) box. We also sell a variety of letter transfer cases, (2 cubic feet, 10x12x24) and legal transfer cases (2.5 cubic feet, 10x15x24) from several manufacturers. Also available are tubes, project bags (for architectural drawings), X-ray boxes, computer printout boxes and several other boxes.
11. Security seals are used to let you know if an unauthorized entry to a box has occurred. Seals can be purchased from URM. The seals are plastic, numbered and cannot be reused. A box will typically require two seals.

If You Have Your Own Box Numbering System

12. If you have your own numbering system, we will cross reference it with the URM numbering system so that you will be able to easily identify your box. Please ask for the URM bar code number when requesting a box. Your numbering system will become the "alternate code" to URM.

If You Do Not Have Your Own Box Numbering System

13. If you do not have your own box numbering system, or if your existing numbering system is problematic, it will be beneficial for you to use URM's barcode numbers as your box numbers. The benefit is that both you and URM will be using the same numbers to refer to your boxes. Each URM barcode number is unique. You never have to worry about different people in your company duplicating numbers.

What You Should Write On the Front of the Box

14. We prefer you write nothing on it. This will protect the confidentiality of the box. If you write on the outside of your box, please limit the information to that which is absolutely necessary

Web Based Database and Data Entry

15. We offer access to your account via the internet. This will allow you to manage your storage items from your desk and order items to be picked up or delivered. You can request access with our Web Access Form. To obtain this form, contact our office at 573-446-1940. When your account is set up, we will schedule a Web Training session with you.

How to Have a Box or File Delivered to Your Office

Our driver will not pick up or deliver items to an empty office unless he/she is accompanied by an employee of your company.

16. URM will allow only those persons whose names are on the Full Access Security List to order files and boxes.
17. Make your request for delivery as early in the day as possible. Requests for items to be picked up or delivered made **before 11 a.m.** will be processed that afternoon. Items requested after 11 a.m. and before 3 p.m. will be processed the next business morning. Delivery times will vary daily, so please do not expect a specific time. If you need a delivery to be at a specific time, you will need to request a Specified Time Delivery. If you need a file or box more quickly than the above procedures will allow, you will need to either request a Special Delivery or send your runner to the Records Center. We will

release a file or box to anyone on the Full Access or Limited Access lists. There is an additional fee for specified time deliveries.

18. If a pickup and delivery are made at the same time, only one (1) pickup/delivery charge will apply. We suggest that you coordinate your pickups and deliveries to minimize your costs.

19. If you have more than 50 cubic feet or 25 files to pick up or have delivered, we will require a 24-hour notice. If we are to pick up or deliver more than 100 cubic feet, we will require a 48-hour notice. This will allow us to coordinate our deliveries for each day. If we arrive for a pickup and there are substantially more boxes than were called in, it may be necessary to leave some boxes until the next pickup/delivery day in order to keep from incurring any special pickup or delivery charges. When you call in an order for pickup, please give us an accurate number of boxes or files to be picked up.

Box Request

20. URM needs the following information when a box is requested:

- Caller's full name
- Name of the company
- Who in your office is requesting the box?
- Name of your department (if applicable)
- The URM barcode number on the box
- When the box is needed
- Where we are to deliver the box (bldg., suite, floor, etc.)

File Request

21. URM needs the following information when a file is requested:

- Caller's full name
- Name of the company
- Who in your office is requesting the file?
- Name of your department (if applicable)
- Your file number, if applicable
- The file name on the file tab
- The URM barcode number on the box or your cross-reference box number
- When the file is needed
- Where we are to deliver the file (bldg., suite, floor, etc.)

How to Return a Box or File to the Records Center

22. When you want to return a box or file to the Records Center, have someone listed on the Full Access Security List contact Underground Records Management. You should state the number of boxes and/or files to be returned. Please do not place **new** files in boxes that have already been in the Records Center unless you update your inventory. **New files should be placed in new boxes.** Files should always be returned to the box into which they were originally inventoried. If you return a file that will no longer fit into its original box, URM can transfer the contents to a larger records storage box. You will be charged for the re-boxing and the new box. Again, please be sure to provide your Customer Service Representative with an accurate number of boxes or files you wish to return to the Records Center.
23. Try to secure files so that their contents will not be disturbed or spilled. Separate new files from re-file items by placing them in different boxes. Re-files will have a URM six digit barcode label on the front of the box. This will ensure an accurate count. URM will return the files to their original boxes.
24. All boxes/files to be returned to the Records Center should be placed in one designated area in your office so that they are easily accessible to the URM driver. This will prevent any delay or confusion. If there are multiple areas included during the pickup, an additional charge may be incurred. Also, more than one person from your office should be aware of the boxes being sent in case you are unavailable at the time of pickup.
25. We prefer that you pick up or access the item you request within 24 hours of your call. The person picking up the item must be on the Security List or have a letter signed by someone on the Full Access List.
26. If, after 24 hours, the item requested has not been picked up or accessed, a URM Customer Service Representative will call to remind you that this item is available. If the item is not picked up or accessed within 48 hours of your call, the item will be re-filed and appropriate charges will be billed to your account.

Special Deliveries

We offer four (4) levels of service for Special Deliveries. All requests for Special Deliveries must be made by phone.

Special Delivery – 1 Hour

27. URM will have the item to your office within one hour of receiving your call.

- The call must be received at the Records Center between 8 a.m. and 3 p.m.
- We will not accept a fax or web request for this service.
- This service can only be available in Columbia, MO.

Special Delivery – 2 Hour

28. URM will have the item to your office within two (2) hours of receiving your call.

- Your call must be received at the Records Center between 8 a.m. and 3 p.m.
- We will not accept a fax request for this service.
- This service can only be available in Columbia and some surrounding areas. Call the URM office to see if this service is available to you.

Specified Time Delivery

29. URM will have the item delivered to your office at, or immediately before, the time you specify on a regular business day.

- This service applies when you require a delivery by a specified time and the delivery does not fall within the time constraints of a 1-Hour or 2-Hour Special Delivery.
- If you are located outside Boone County, we will need additional notice to meet this service request.

After Hours Delivery

30. URM will have the requested items(s) delivered to your office within three (3) hours of receiving your call.

- This service applies to calls received for deliveries to be made after 4 p.m. and before 8 a.m. on regular business days, on holidays and on weekends.
- The charge will apply in the event of either URM delivery or customer pickup of the item(s).
- **URM is available 24 hours a day, 365 days a year.**
- No fax request will be accepted for After Hours Delivery.
- This service applies only to the Columbia, MO area.

You must provide us with a home phone number in the event someone not listed on the Security List needs access; we would need to obtain authorization for that person.

Miscellaneous Services and Information

Third Party Shipping

31. This fee applies when records stored in the Records Center are requested to be shipped to a third party's location. It includes a box access charge, a labor charge and a shipping charge. The labor charge is for the tasks required to handle these items in accordance with the shipping service. The total for this fee covers the following tasks:

- Creation of work order listing the boxes
- Pulling the boxes from their locations
- Taping the boxes for shipment
- Calculating the weight and dimensions of each box
- Addressing shipping labels for each box
- Verifying items being shipped

Reports

32. The following reports are available:

- All Boxes on the System
- All Boxes on the System by Customer Cross-Reference Number
- Boxes Out of the Records Center*
- Boxes Added*
- Boxes Accessed*
- Boxes Returned to the Records Center*
- Boxes Permanently Removed from Storage*
- All Files on the System
- All Files on the System by Customer Cross-Reference Number
- Files Added*
- Files Out of the Records Center*
- Files Returned*
- Files Accessed*
- Files Destroyed*
- Files Permanently Out of the Records Center*

We have the ability to customize your reports to meet your specific needs. Contact your Customer Service Representative for more information.

* Reports marked with an asterisk (*) may be requested for a specific day, week, month or any time frame requested.

Holidays Observed

- 33. New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Office Hours

- 34. 8 a.m. to 4 p.m.
- Monday through Friday

Our phones are answered and calls are responded to 24 hours a day, seven days a week.

Snow Policy

- 35. In the event of deep snow or icy conditions that make travel to work hazardous, it is possible that Underground Records Management will open up to one (1) hour later than normal. URM will follow Columbia Public Schools to determine if our snow policy is in effect. If the school system is closed or opening late, URM will open up to one hour late. *Please call URM if your office is closed due to weather conditions and you have a pick up or delivery scheduled for that day.

Instructions for Filling out Security Lists

URM offers two levels of security: Full Access and Limited Access. It is important that you understand each level and URM will allow access to your records based on the level of security for those persons listed.

We request that the client notify URM immediately of personnel changes that affect your security list.

The levels are explained as follows:

Full Access

- Anyone whose name appears on this list will have the authority to order any and all services *except* for destruction of your records. Your list should include all persons who are to have complete access to your records. If the possibility exists for a record to be accessed after hours, it will be necessary for you to supply URM with a home phone number for those persons (2 required) who have that authority.
- We request a minimum of two (2) names.

Limited Access

- This list should include those persons who are authorized to sign for the pick up or delivery of records from storage. The persons on this list will not be allowed to order services.

Underground

RECORDS MANAGEMENT



for all your

RECORDS STORAGE NEEDS

One visit will change your view

Management solutions for the 80% of small businesses that are not big enough to be big. We're the only company that offers a complete range of services to help you manage your business more effectively.

- Where are the best places to store your records?
- How can I keep them safe?
- How can I ensure their access and security?
- How can I make sure they are effective?

Find answers to all your questions at www.underground.com or call 1-800-451-4646. We're the only company that offers a complete range of services to help you manage your business more effectively.

Underground Records Management is a complete, turnkey solution for small businesses that need to manage their records more effectively. We offer a complete range of services to help you manage your business more effectively. www.underground.com

OUR PHILOSOPHY

To offer the best records management solutions for you.

Underground Records Management is a complete, turnkey solution for small businesses that need to manage their records more effectively. We offer a complete range of services to help you manage your business more effectively. www.underground.com

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Safety

ROCK-SOLID SAFETY

The Burlington Limestone hills of Central Missouri provide a safe haven for documents and other items. Beneath these gentle hills are hundreds of thousands of square feet of space 10 stories below the earth's surface. Forty-foot pillars stand guard supporting the limestone above.

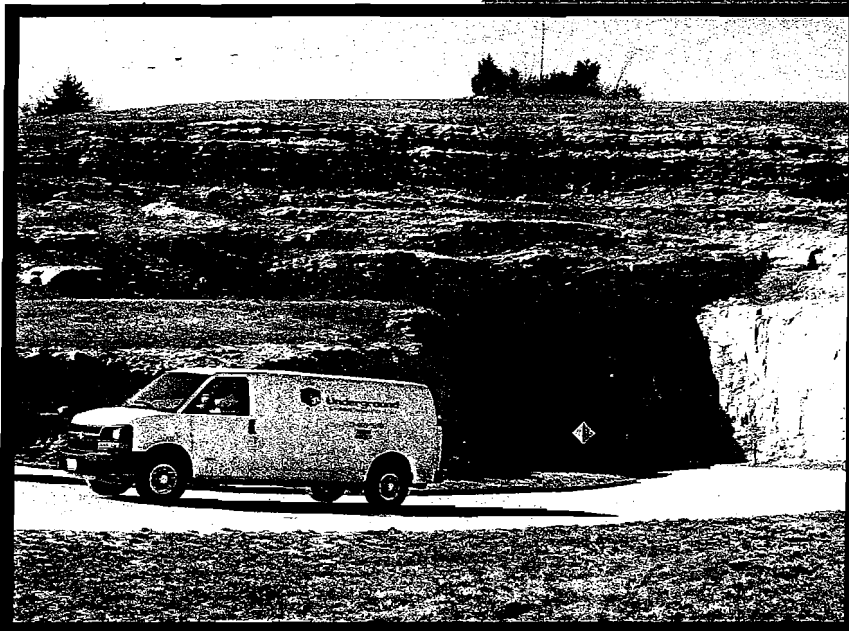
Underground Records Management uses this subsurface environment to protect your vital records from all disasters, natural and otherwise. Your records are safe from tornadoes, torrential rains and earthquakes. In addition, we've installed sophisticated alarms and sprinkler systems.

Underground Records Management facilities are at a constant 60 degrees Fahrenheit and 60 percent humidity—the perfect environment for record storage. And, a completely enclosed rock and concrete vault is available for magnetic media storage.

Where else can you find such safety for your records? Underground Records Management eliminates your use of:

- Warehouses that do not have proper temperature and humidity controls;
- Offices that are not safe from tornadoes and other natural disasters;
- Home basements or garages without safeguards to protect records.

Perhaps you feel your records are best kept with you. But the risks of loss or damage are too great to not use off-site storage. Going off-site with Underground Records Management is the smart thing to do.



Our facilities are in a constant 60 degree Fahrenheit and 60 percent humidity environment. In addition, we have a completely enclosed rock and concrete vault available for magnetic media storage.

Security

STATE-OF-THE-ART SECURITY



Underground Records Management has in place state-of-the-art technology to ensure the complete confidentiality of your records. At the core of our service is the O'Neil Software System. This industry standard software is a fully automated tracking and retrieval system.

We start by confidentially bar coding your records storage container. No outside markings reveal your business or your client's name. Each bar

code is tied to the specific coded shelf space your records are assigned. This system provides instant access to your records. It also means your records are tracked every step of the way—from retrieval, to the loading dock, to the van, to curbside auditing, delivery validations and back again. Verification shows the date and time any document was touched.

Coupled with this technology is our controlled access system. Access to your records is under the strictest supervision. The only people that are allowed to request and access your records are those you have pre-authorized. We offer numbered security seals so that you control access to your boxes. For security and convenience, we also offer a completely furnished work area where you can access your records on-site.

You can also be assured that every Underground Records Management employee is a well-trained professional, carefully screened to meet your needs.

Access to your records is under strict supervision. The only people allowed to request and access your records are those you have pre-authorized. For your convenience, we offer a completely furnished work area on-site where you can access your records.

Access

INSTANT ACCESS

Your business demands quick access to your records. That's why our technology is coupled with superb customer service to give you instant access.

The O'Neil Software System enables us to track the location of your records in an instant. A few strokes of the computer keyboard take us directly to the box you need. Our employees can then access the entire box or a specific document for you. You also can access your records or individual files 24 hours a day, seven days a week, including holidays.

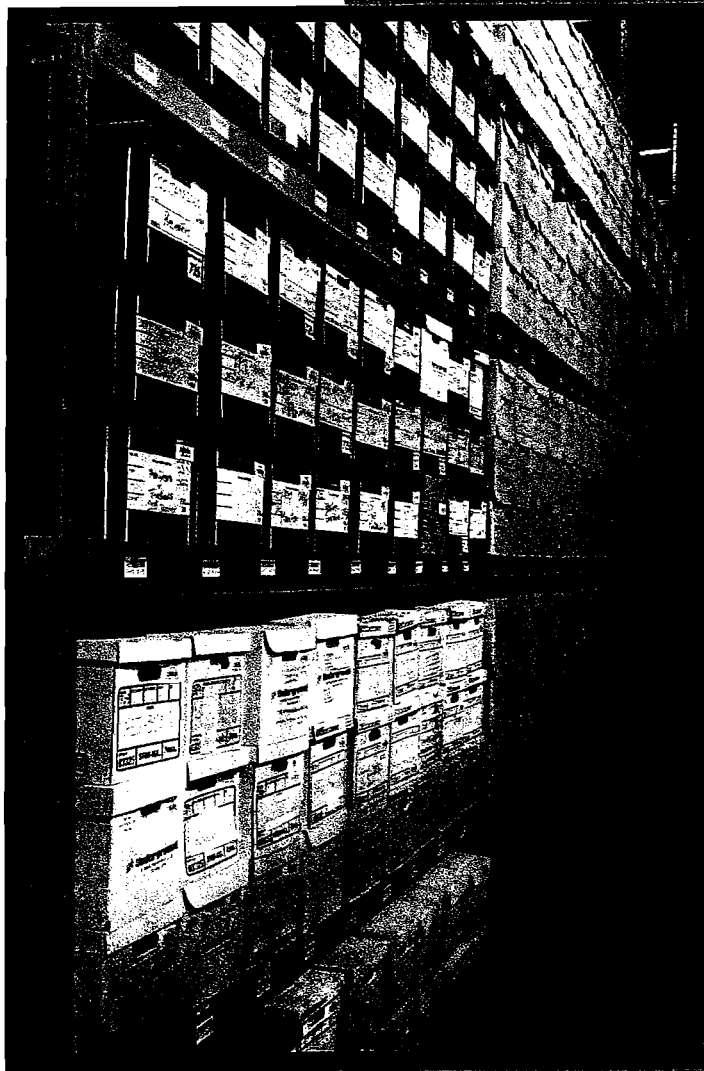
We offer:

- One- and two-hour deliveries
- Specific time deliveries
- After-hours deliveries
- Holiday deliveries

Delivered files will be sealed in a HIPAA-approved envelope. We also back up our service with a simple guarantee—if we fail to meet a scheduled delivery, we'll complete the delivery at no charge.

Underground Records Management also will provide customized, detailed reports stating when and by whom your records were accessed. A few of the reports you can receive include all boxes on the system by customer cross-reference number, boxes out of the records center, boxes returned to the records center, individual files on the system by customer cross-reference number and files accessed and returned.

*Get and access your
records or individual files
24 hours a day,
seven days a week,
including holidays.*



Benefits

BOTTOM LINE BENEFITS

Some of the new services that we are adding include:

Media Vault Storage

Shredding Service

Direct Access to Your Office

Can you itemize the costs you have associated with your current system of records management? Be sure to include the large expense of office, storage center or warehouse space. And don't forget the shelving, file cabinets and boxes that you store them in. If they are on-site, did you factor in the costs of heating and cooling them?

Underground Records Management provides storage plus many additional services for a fraction of what you are currently paying. Some of the new services that we are adding include:

- **MEDIA VAULT STORAGE:** This specially designed area is for storing back-up tapes, microfiche documents, other magnetic media and sensitive files.
- **SHREDDING SERVICE:** We have a shredding service on-site to destroy documents at your direction.
- **DIRECT T1 ACCESS TO YOUR OFFICE:** A special high-speed telecommunications line will allow you direct access to your office when accessing your records on-site.

Underground Records Management is committed to providing the highest quality service at stable, affordable rates. One of our representatives will be happy to show you just how much you can save.



Quick facts

Underground Records Management

Who can benefit?

Any business or organization requiring record management can be served by Underground Records Management. We can serve customers ranging from the small business entrepreneur to the large corporation. Customers in a wide range of industries can be served, including healthcare, banking, insurance, accounting, retail, academia and small business.

Why place my records off-site?

Safety! Vital records are much safer when stored at Underground Records Management. They are safe from fire, tornadoes, flooding and other natural disasters.

Is it safe?

Your records are stored 100 feet below the earth's surface in a gigantic limestone room. They are shelved, bar coded and preserved in an environment with ideal temperature and humidity levels. In addition, they are protected by sophisticated alarms and sprinkler systems.

Is it confidential?

Our state-of-the-art computerized tracking method keeps your records completely confidential. They will only be delivered to the individuals you designate.

What about access?

Your records are available 24 hours a day, seven days a week, including holidays. We can quickly locate your records and deliver them promptly to your door.

Can I tour the facility?

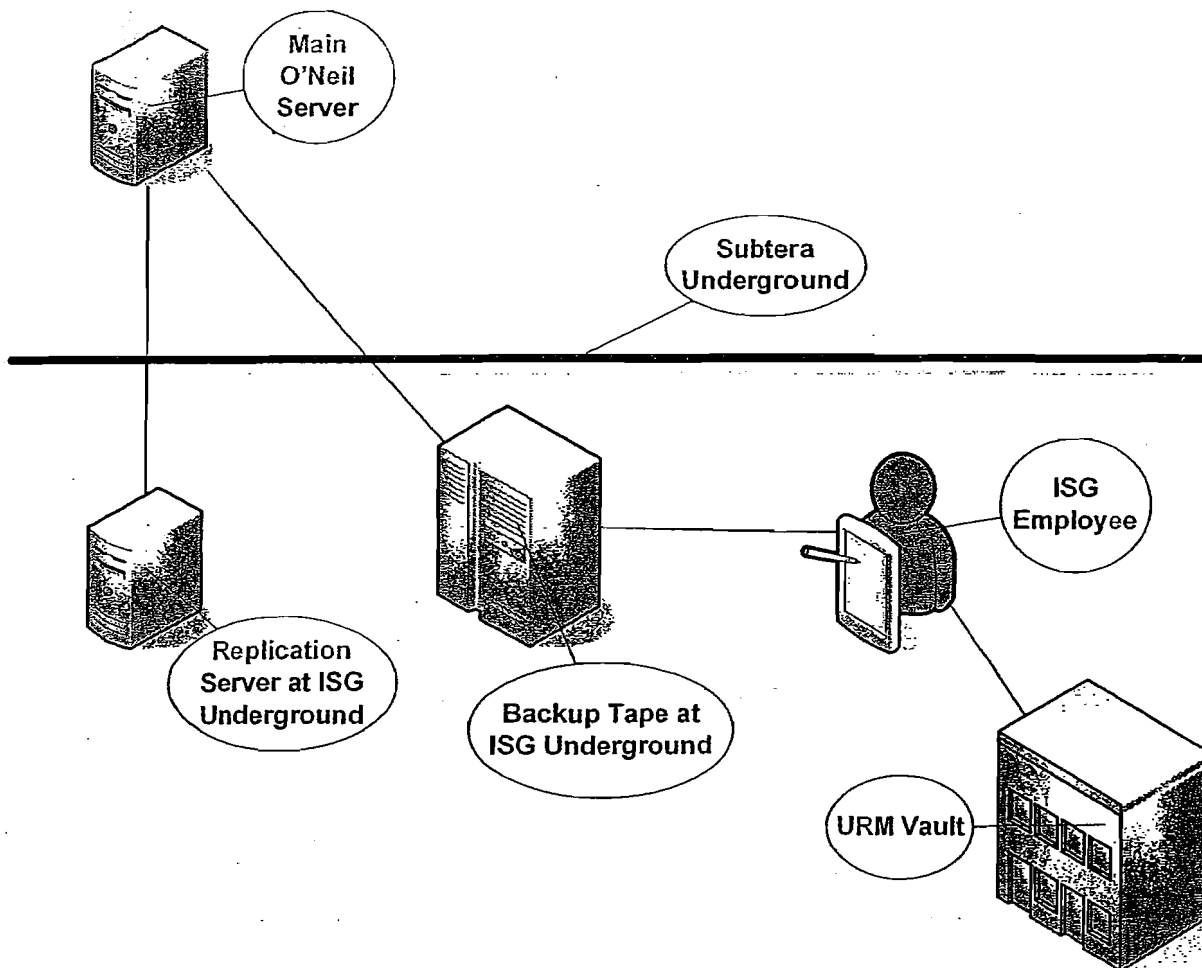
Absolutely. One visit will change how you view records management.

Just call 678-414-1940 to schedule your visit to Underground Records Management.

Exhibit D

Underground Records Management – Disaster Recovery

- Our main office houses the O'Neil records management server
- The main server is backed up by tape daily, weekly, and monthly in Integrated Solutions Group's (ISG) Underground office
- The backup tapes are removed daily by an ISG employee and stored in URM's secure vault
- The main server is mirrored in real time, on a Replication server housed in ISG's underground office
- The replication server is backed up daily, weekly, and monthly
- Fiber optic cable is used for communications and tape backup between the servers



Steve's Pest Control, Inc.

190 N. GREENWAY DRIVE • HOLTS SUMMIT, MO 65043

JEFFERSON CITY 896-4868 COLUMBIA 874-2020 LAKE OZARK 365-9555 FULTON 642-6300 SEDALIA 829-4955
 MEXICO 582-7980 LINN 897-2766 BOONVILLE 882-0075 MOBERLY 263-7399 ROLLA 364-0100

DATE
04 Apr 11

ACCOUNT
10175

RECEIVED
APR 08 2011

*** RESIDENTIAL AND COMMERCIAL ***
TERMITE AND PEST CONTROL SPECIALISTS

BY: UNDERGROUND RECORDS MANAGEMENT LLC
2604 N. STADIUM BLVD. BLDG. 4
COLUMBIA, MO 65202

ACCOUNT NO
EXTENSIONS CHECKED STATEMENT
PRICING APPROVED
APPROVED FOR PAYMENT
VOUCHER #

*** NET 30 DAYS ***
\$25 FEE ON ALL RETURNED CHECKS

Date Invoice Description
03/20/11 222598 PEST SEMI ANNUAL

*PAID
3-29-11*

THANK YOU!

PLEASE PAY THE AMOUNT SHOWN - RETURN UPPER PORTION

		AMT PAID	
Amount	Balance		
65.00	65.00		
120+ 90+ 60+ 30+	CURRENT	BALANCE DUE	
0.00 0.00 0.00 0.00	65.00	65.00	

LATE CHARGE MAY BE ASSESSED ON CHARGES OVER 30 DAYS OLD

EXHIBIT E

**BEST AND FINAL OFFER
CLARIFICATION #1 TO RFP 19-27SEP11
Records Storage and Management**

UNDERGROUND RECORDS MANAGEMENT

CLARIFICATION:

1. Per Paragraph 1.8.a. of the Request for Proposal, "Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation of statutes after the award is made and are available for inspection at any time during regular working hours".

Your proposal response included a proprietary statement in the Customer Service Manual (Exhibit B). To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal response to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award.

RESPONSE:

1. Underground Records Management understands that our proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected.



Alan Barnes, Vice President

October 12, 2011

Date

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

October 11, 2011

Underground Records Management
Attn: Alan Barnes, Vice President
2604 N. Stadium Blvd.
Columbia, MO 65202

E-mail: jseboldt@conagg-mo.com

RE: Clarification #1 to 19-27SEP11 – *Records Storage and Management*

Dear Mr. Barnes:

Following the initial review of your proposal response, the County requests clarification to the following:

1. Per paragraph 1.8.a. of the Request for Proposal, “Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm’s proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours”.

Your proposal response included a proprietary statement in the Customer Service Manual (Exhibit B). To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal response to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award.

You are requested to respond to this BAFO by **2:00 p.m. Friday, October 14, 2011**. Our fax number is (573) 886-4390 and e-mail: mbobbitt@boonecountymo.org.

If you have any questions regarding this clarification request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal response.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team / Proposal File



BOONE COUNTY, MISSOURI
Request for Proposal #: 19-27SEP11 – Records Storage and Management

ADDENDUM #1 - Issued September 15, 2011

This addendum is issued in accordance with the Introduction and General Information in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Page*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response below:

- 1) **Question:** Regarding sections 5.2 and 5.17, is re-boxing necessary, or just re-labeling unless there is carton damage?

Response: The files are in existing boxes that were provided by our current Contractor. Re-labeling will be required by the next awarded Contractor and re-boxing only if required by the awarded contractor or if there is carton damage.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 19-27SEP11 – **Records Storage and Management**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



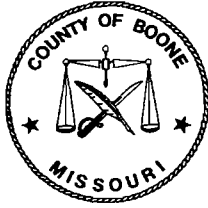
**REQUEST FOR PROPOSAL
FOR
RECORDS STORAGE AND MANAGEMENT**

**RFP #19-27SEP11
Release Date: August 26, 2011**

**Submittal Deadline:
September 27, 2011
not later than 1:30 p.m. Central Time**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

BID #: 19-27SEP11 – Records Storage and Management

A pre-proposal conference has been scheduled for Monday, September 12, 2011, at 1:00 p.m. in the Boone County Purchasing, 613 E. Ash, Columbia, Missouri.

Sealed proposals will be accepted until **1:30 p.m. on Tuesday, September 27, 2011** in the Boone County Purchasing Office, Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened after 1:30 p.m. on Tuesday, September 27 2011** in the Boone County Purchasing Department, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion: Tuesday, August 30, 2011
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions of Bidding and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with the material and/or supplies, equipment or services as detailed in the following proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time.,** on Tuesday, September 27, 2011 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB
613 E. Ash Street
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and shall return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted bids will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 . Evaluation of Proposals (Procedure):

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should

exercise particular care in reviewing the Proposal Format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the

presentation of their proposal and/or participation in any discussions or negotiations.

1.4 Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

1.5 Acceptance of Proposals: The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

1.6 Requests for Clarification of Proposals: Requests by the Purchasing Department for clarification of proposals may be in writing.

1.7 Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

1.8 Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened in the Boone County Purchasing Department on **Tuesday, September 27, 2011 at 1:30 P.M., Central Time** located at the following address:

Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201

1.9 Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

2.0 Non-Exclusive: The County reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the County.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for competitive, sealed proposals for the furnishing of **Records Storage and Management**, as set forth herein.
- 2.1.2 The intent of this Request for Proposal and resulting contract is to obtain price proposals to establish a multi-year contract for **records storage and management for the Circuit Clerk's office** at the County of Boone – Missouri and **microfilm storage and management for the Boone County Recorder**. Other Boone County departments may start utilizing this term and supply contract in the future.
- 2.1.3 It is the County's intent to award a one (1) year contract with four (4) additional one-year renewal options. Renewal options will be subject to contract performance, technological advancements, etc.
- 2.1.4 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response Page
 - 6) Exhibit A – Prior Experience
 - 7) Work Authorization Certification
 - 8) Certification Regarding Debarment
 - 9) "No Bid" Response Page

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., September 20, 2011**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

- a. Melinda Bobbitt, CPPB, Director
613 E. Ash Street

Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.

2.3. Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **Monday, September 12, 2011**, at 1:00 p.m. in the Boone County Purchasing Department, Conference Room, 613 E. Ash Street, Columbia, Missouri 65201.
- 2.3.2. All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.



3. SCOPE OF SERVICES

3.1 Background:

Boone County Circuit Clerk:

Boone County Government currently has a contract with Underground Records Management of Columbia, Missouri for off-site record storage. This contract will expire on December 31, 2011. The County is seeking Request for Proposals to enter into a contract for Records Storage and Management with a qualified storage facility firm. The awarded Contractor will be required to move the stored records at our current Contractor's facility to the awarded contractor's facility for the Boone County Circuit Clerk.

The Offeror's response should include pricing for storage of approximately 2,971 boxes with a per box charge thereafter. The original contract will be for the Circuit Clerk's office, but other offices at the County may use this contract in the future.

The records are enclosed in **standard letter/legal file boxes** (12 ½ W x 16" L x 10 ½" D [1.2cubic feet and **record books** (13" w x 18 ¼" L x 3" D).

Annual addition to the records in storage is anticipated to be approximately 200 boxes a year, taking into account the annual destruction of obsolete records.

All stated quantities are expressly agreed to be "estimated annual usage" only, and nothing herein shall bind the County to pay for a specified number of boxes or a minimum use charge. The County will only pay for the actual number of boxes in storage and services used. It is also further understood that the County shall not be obligated to purchase or pay for any covered item or service unless requested and accepted by the County.

The awarded Contractor will initially be required to move the records from Underground Records Management, 2604 N. Stadium Blvd, Columbia, MO 65202 to the newly awarded Contractor's facilities. Other pickups and delivery from the County may be required throughout the contract term from Boone County – Missouri. Pickups may vary throughout the contract period as follows from one of these eight County locations:

- 1) Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201
- 2) Boone County Johnson Building, 601 E. Walnut, Columbia, MO 65201
- 3) Boone County Government Center, 801 E. Walnut, Columbia, MO 65201
- 4) Boone County Sheriff, 2121 County Drive, Columbia, MO 65202
- 5) Boone County Public Works/South, 5551 Hwy 63 S., Columbia, MO 65201

- 6) Boone County Public Works/North, 5501 Oakland Gravel, Columbia, MO 65201
- 7) Juvenile Justice Center, 5665 N. Roger Wilson Dr., Columbia, MO 65202
- 8) Juvenile Office, 115 N. 8th Street, Columbia, MO 65201

Item # Description Cost for each Service

The current records inventory for the Circuit Clerk's office, as of August 26, 2011 is indicated below. The successful contractor must be able to show that additional capacity beyond this is available at the storage facility.

Currently located at our Underground Record's Management

Open Area:

Felonies & Misdemeanors	289 boxes
AC & SC Dismissed	176 boxes
AC, SC, CC & DR	291 boxes
Confidential felonies	24 boxes
Confidential Misdemeanors	52 boxes
Docket Sheets (Civl-Criminal and Supplemental filing (civil-criminal)	17 boxes
Traffic and Accounting	108 boxes
Mechanic Liens & Transcript Judgments	17 boxes
Rosas	11 boxes
Miscellaneous Pleadings	1 box
Grand Jury Subpoenas	2 boxes
Recording Log Sheets	5 boxes
Search Warrants	1 box
Dissolutions	253 boxes
Paternity	72 boxes
Adult Abuse	90 boxes
Misd & Fel purple folders	14 boxes
Certifications of Inspection sheets microfilm rolls	4 boxes
Civil Clerks docket sheets	16 boxes
Family Court & civil party sheets	2 boxes
Destruction of property forms	1 box
2010 OCN cards	1 box
Record Books	216 books
Probate	
Old probate estates and misc	81 boxes
Probate abstract	4 boxes
Probate record books	238 books
Probate misc	2 boxes
Old probate estate (tri-fold envelopes)	140 boxes
Closed probate estate files	368 boxes
Probate files	116 boxes

Records for Secured, Locked Storage Accessible Only by designated Boone County staff:

Juvenile

Juvenile Records File Cabinets (3 to 5 drawer)	53 cabinets
Juvenile Log Sheets & tapes	15 boxes
Clerk Docket Sheets	4 boxes
Juvenile record books	16 books

Confidential Misdemeanors nolle	38 boxes
Rosa's	23 boxes
Recording Tapes	28 boxes
Expunged cases	6 boxes
Record Books	48 books
Accounting & traffic	26 boxes
Conf felony nolle	11 boxes
Mechanics liens	6 boxes
Video arraignments	5 boxes
A.N.	10 boxes
Misd. Nolle docket sheets	2 boxes
Old trust files	2 boxes
Grand Jury	2 boxes
Search warrants	5 boxes
Transcript Judgments	6 boxes
Criminal Judgment Index	4 boxes
Marriage license sealed by Judge Pinnel	1 box
Civil & FC misc pleadings	4 boxes
OCN cards	1 box
Party Info sheets	1 box
Deputy Sheriff Oaths & not filed charges by PA	6 boxes
Boone Retirement (sealed)	4 boxes
Paternity	17 boxes

Probate

Mental Health file cabinets	16 cabinets
MH Files	58 boxes
Old MH files	16 boxes
Personnel probate	1 box
Misc probate	2 boxes
Probate & MH misc	23 boxes

(GRAND TOTAL for initial move of Circuit Clerk's records:

Standard Box: 2485
Metal File Cabinet: 69
Record Book: 518

Boone County Recorder of Deeds

The Boone County Recorder currently stores cabinets and microfilm at Underground Records Management. The current contract expires December 31, 2011. The awarded Contractor will be required to move the stored records at our current Contractor's facility to the awarded contractor's facility for the Boone County Recorder of Deeds.

The Offeror's response should include pricing for storage of the following:

Box: 14x14x16	52 boxes (64.64 s.f.)
Box: 17x14x13	1 box (1.79 s.f.)
Box: 22x24x10	1 box (1.37 s.f.)
Box: 25x16x11	3 boxes (1.52. s.f.)

Six (6) boxes of 14x14x16 (76.38 s.f.) are anticipated to be added annually.

3.2 Contractor Requirements:

- a. Offeror shall provide a brief description of transmittal procedures and any other requirements to be placed on the County in order to use the records storage facility and its services.
- b. Offeror shall have proven experience as a Records Storage facility. Three (3) records storage customer references shall be provided with the proposal response. The references shall be from current Columbia customers of two or more year's duration. (Exhibit A may be used for this purpose).
- c. Offeror shall be a member in good standing of one or more professional associations such as PRISM International (Professional Records & Information Services Management), ARMA International (The Association for Information Management Professionals).
- d. Offeror shall provide regular pick-up/delivery services as follows:
 - a. Requests for pickup/delivery of boxes/files placed in the morning (before noon) of a business day will be filled the afternoon (by 5:00 p.m.) of the same business day.
 - b. Requests for pickup/delivery of boxes/files placed in the afternoon (by 5:00 p.m.) of a business day will be filled the morning (before noon) of the next business day.
- e. A request for county personnel access to a box/file shall be filled in three hours without incurring a rush or emergency withdrawal charge. A list of authorized personnel that has the ability to remove/pick-up a file will be provided to the Contractor.

- f. Contractor shall be capable of emergency one (1) hour record withdrawal and delivery service. Contractor shall provide 24-hour withdrawal access to County records.
- g. Contractor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements listed above.
- h. Offeror shall have on-site photocopy and facsimile transmission services available.
- i. Offeror shall have a local or 800 phone number for requesting records storage services and for contacting customer service and support. Offeror shall retain Boone County boxes at a local (Columbia) records storage facility.
- j. Offeror shall provide the exact address of the storage facility and indicate the distance from the Boone County Court House:

Address: _____

Distance: _____ miles

- k. Construction: The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided:
 - a. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. Floor Construction: _____
 - b. Walls surrounding the record storage area shall be four-hour fire resistant. Wall Construction: _____
 - c. Roof shall be of non-combustible construction and leak proof. Roof Construction: _____
- l. The records storage facility must meet all applicable requirements of National Fire Protection Association (NFPA) 232-2000 (or current version).
- m. Offeror shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Circuit Clerk** of approximately 40 standard and computer boxes. Box contents include historical ledgers and paper records and some microfiche security copies. Microfiche are added each month and are periodically purged. Offeror shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Recorder** of approximately 57 standard and computer boxes. Please describe your environmentally controlled storage area.
- n. The records storage facility shall include a climate controlled (average office environment temperature and humidity) on-site room for use by authorized

County personnel to review records at the storage facility once the records have been retrieved by the Contractor.

- o. **Pest Control:** Contractor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.
- p. **Security:** Contractor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Contractor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.
 - a. **Note:** *Prior to the final award of this proposal, the County may arrange a site visit to check the facility where the County's records will be stored. The County reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.*
 - b. **Contractor Personnel:** Please describe the profile of the employees that are hired by your firm. Describe any background checks that are performed prior to hire.
- q. **Storing:** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least four inches off the floor for moisture protection. Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications.
 - a. Is there a required method in which records must be stored and recorded by the County for retrieval purpose? If so, please describe the requirements.
- r. **Access Control:** The Contractor shall provide measures to meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County's records. Contractor shall also provide documented procedures for notifying the County immediately in case of disaster damage or destruction of County records. (This may be included in the Disaster Plan required in paragraph "s" below).
 - a. The successful contractor must provide a locked, secure area for the Juvenile locked file cabinets and indexing bound book files that only the Circuit Clerk staff or other authorized County personnel could access.
- s. **Disaster Plan:** Contractor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (hurricane, flood, fire, etc...), and general emergency preparedness including movement of records if required.
- t. **Accountability:** Contractor must be able to account for all boxes placed in storage in the annual inventory, during scheduled destruction, and upon

request by the County. Contractor shall provide initialed and updated inventory listings, written customer procedures and customer training at least once a year.

- u. Contractor shall provide a detailed list of all transactions with each monthly invoice. Contractor shall provide copies of all work orders referenced on each invoice. De-centralized billing is required and invoices shall be sent to the department of record.

- v. **Destruction:** Contractor shall provide a written procedure for completing records destruction. Only destruction by recycling, or when shredding is requested by County, subsequent recycling of shredded material, shall be accepted. A certificate of destruction shall be provided for all boxes destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis.
 - a. **County routinely authorizes the destruction of obsolete records in storage quarterly.** This is accomplished by County providing the Contractor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, County also will request pickup of obsolete records to be destroyed. In addition, County occasionally has need for shredding services to destroy records on mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. County records shall be destroyed by the Contractor only upon receipt of a written destruction authorization signed by the County representative. An authorized Boone County staff member shall be present to witness the destruction of records.

 - b. **Shredding:** Describe if on-site shredding is available for County personnel use.

- w. **Termination Costs:** Termination costs for this Contract, after the expiration of any number of years, shall be completed on the *Response Page*. This cost should be based on a fixed cost per cubic foot of stored records not to exceed the cost of storing the documents for one year.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. *Submission of Proposals:*

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director
613 E. Ash Street
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on September 27, 2011.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed addenda should be **placed at the beginning of the proposal.**

c. The Proposal must, at a minimum, address all mandatory and desired services, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. ***Competitive Negotiation of Proposals:*** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposal(s). The County reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. ***Evaluation and Award Process:***

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance**

b. **Experience/Expertise of Contractor**

c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. ***Evaluation:***

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote.

The County will not pay for any services, fees or charges not included on the pricing sheet.

5.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

5.1.2. Contract Term: Any Term and Supply Contract period resulting from this Proposal will have an initial term from **January 1, 2012 through December 31, 2012,**

and may be automatically renewed for an additional four (4) years unless canceled by the Purchasing Director in writing prior to a renewal term.

5.1.3. Cancellation: The County may cancel the contract with the Contractor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the Contractor from legal remedies available to the County. The Contractor may not cancel the award during the initial contract term, but can, upon sixty (60) days written notice prior to the end of the current contract term, opt not to renew.

Pricing for Circuit Clerk's Records:

5.2. Transfer Cost of Circuit Clerk's records: Total transfer cost for Offeror to furnish all labor, materials and equipment for the transfer of all records detailed above from the County's current storage location site (Underground Records Management) to the Contractor location. Initial move of our boxes shall include re-boxing and labeling per Contractor's system to file at Contractor's location.

\$ _____ Lump Sum

5.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.

5.3. Monthly Storage:

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed X Box \$ _____ each

5.4. Secure, locked room (accessible only to Boone County designated staff Records Storage per Month:

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed X Box \$ _____ each

5.5. Contractor Pickup and/or Delivery Service:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

5.6. Boone County Delivery and Pickup of Boxes to/from Contractor's Facility:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

State other fees the County may occur if other County departments utilize this contract.

- c. Set-Up Fees - Open Account \$ _____ each
- d. (Initial/Final) – Close Account \$ _____ each
- e. Other: _____ \$ _____ each

5.6 Pickup/Delivery Round Trip:

- a. County Court House \$ _____ each
- b. County Government Center \$ _____ each
- c. County Johnson Building \$ _____ each
- d. County Public Works (south) \$ _____ each

- e. County Public Works (north) \$ _____ each
- f. County Sheriff Department \$ _____ each
- g. County Juvenile Justice Center \$ _____ each

5.7. Emergency Delivery Service: \$ _____ each

5.8. Receiving/Handling for boxes picked up after the initial move:
 (Preparing inventory, indexing, labeling, placing on shelving) \$ _____ box

5.9. Inventory Listing: \$ _____

5.10. Temporary Withdrawal from storage:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

5.11. Permanent Withdrawal from Storage:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

5.12. Re-filling:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

5.13. Facsimile Transmission of County records (per page): \$ _____ page

5.14. Photocopy Services (per page):

- a. Copying Done By Contractor \$ _____ page
- b. Copying Done By County staff \$ _____ page

5.15. Records Destruction, including pick-up: (recycling only)

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed X Box \$ _____ each

5.16. Records Shredding (per pound):

- a. Paper \$ _____ pound
- b. Mixed-Media \$ _____ pound

5.17. Termination Costs:

- a. fixed cost per cubic foot of stored records \$ _____ /cubic foot

Pricing for Recorder of Deeds Microfilm boxes and cabinets:

Odd size boxes include the following sizes:

- 14x14x16
- 17x14x13
- 22x24x10
- 25x16x11

Metal Aperture Card Cabinets, 19x29x40

5.17. Transfer Cost of Recorder's records: Total transfer cost for Offeror to furnish all labor, materials and equipment for the transfer of all Recorder of Deed's records from the County's current storage location site (Underground Records Management) to the Contractor location. Initial move of our boxes shall include re-boxing and labeling per Contractor's system to file at Contractor's location.

\$ _____ Lump Sum

5.18. Media Vault (secure, locked vault, accessible only by authorized Boone County personnel) Monthly Storage:

Odd Size Box \$ _____ each
Metal Aperture Card Cabinet \$ _____ each

5.19. Contractor Pickup and/or Delivery Service – Boone County Government Center:

Odd Size Box \$ _____ each
Metal Aperture Card Cabinet \$ _____ each

5.20. Boone County Delivery and Pickup of Boxes to/from Contractor's Facility:

Odd Size Box \$ _____ each
Metal Aperture Card Cabinet \$ _____ each

5.21. State other fees the County may occur if other County departments utilize this contract.

c. Set-Up Fees - Open Account \$ _____ each
d. (Initial/Final) – Close Account \$ _____ each
e. Other: _____ \$ _____ each

5.22. Pickup/Delivery Round Trip:

County Government Center \$ _____ each

5.23. Emergency Delivery Service: \$ _____ each

5.24. Receiving/Handling for boxes picked up after the initial move:

(Preparing inventory, indexing, labeling, placing on shelving) \$ _____ box
\$ _____ cabinet

5.25. Inventory Listing: \$ _____

5.26. Temporary Withdrawal from storage:

Odd Size Box \$ _____ each

Metal Aperture Card Cabinet \$ _____ each

5.27. Permanent Withdrawal from Storage:

Odd Size Box \$ _____ each

Metal Aperture Card Cabinet \$ _____ each

5.28. Re-filling:

Odd Size Box \$ _____ each

Metal Aperture Card Cabinet \$ _____ each

5.29. Termination Costs:

a. fixed cost per cubic foot of stored records \$ _____/cubic foot

EXHIBIT A

PRIOR EXPERIENCE

Please provide a minimum of three local customers currently using your records storage facility and service. The County reserves the right to ask for additional information.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.**

The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Proposal Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

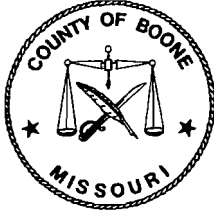
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 19-27SEP11 – Records Storage and Management

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Underground Records Management

State : MISSOURI

As of 11-Oct-2011 1:16 PM EDT

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The McIntyre Group 220 Lake Drive East Suite 210 Cherry Hill NJ 08002	CONTACT NAME: Carly Sambalino PHONE (A/C, No, Ext): (856) 482-9900 FAX (A/C, No): (856) 482-1888 E-MAIL ADDRESS: csambalino@mcintyre-group.com PRODUCER CUSTOMER ID #: 00000253													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Ins. Co.</td> <td>23035</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C: Starr Indemnity & Liability Co.</td> <td>38318</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins. Co.	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Starr Indemnity & Liability Co.	38318	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Con-Agg of MO, L.L.C. 2604 N. Stadium Blvd. Columbia MO 65202														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TB2-631-509969-021	3/31/2011	3/31/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			AS2-631-509969-031	3/31/2011	3/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS				\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SISCCCL00019311	3/31/2011	3/31/2012	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DEDUCTIBLE						\$
<input checked="" type="checkbox"/> RETENTION \$			0	\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-63D-509969-011	3/31/2011	3/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Equipment			MASIINY00000111	3/31/2011	3/31/2012	Policy Limit \$ 25,000,000
							Deductible \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER **CANCELLATION**

Boone County Purchasing 601 E. Walnut Room 205 Columbia, MO 65202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anthony
--	--