

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

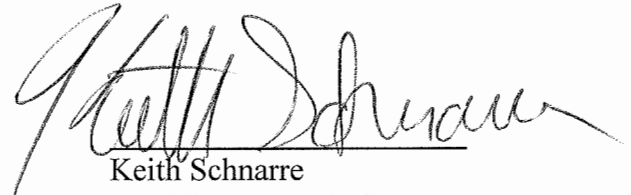
November Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of November 20 03

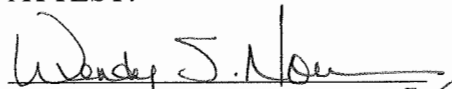
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 64-30SEP03 for Toner Tape Cartridges Term and Supply to Office Source. It is further ordered that the Presiding Commissioner to sign said contract.

Done this 6th day of November, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
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511-2003

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 31, 2003
RE: 64-30SEP03 – Toner Tape Cartridges

The Bid for Data Tape Cartridges Term and Supply was issued on September 5, 2003 and closed on September 30. 18 bids were received and evaluated. The department decided to award as an “all or none” award to one vendor. The first three low bids are rejected for the following reasons:

Educational Marketing: \$8,656.93

- Did not bid all items so an “all or none” award cannot be made

Corporate Express ICGS: \$25,613.07

- 4.7.28. and 4.7.30. – bid low yields and the County prefers high yields.
- Bid Lexmark brand rather than HP. The IT department has experienced higher failure rates with Lexmark compatibles. In addition, there is a concern about experiencing voiding of printer warranties for using compatibles.
- Maximum percent increase was not locked in for the next four renewal periods which made it difficult to evaluate on total cost of contract.
- Only accept defective cartridge returns according to 4.11. Nothing stated about accepting returns on over-stock items. (Office Source accepts returns for any reason).

Corporate Express Imaging: \$28,964.86

- 4.7.29. Need Laser not Ink Jet toner
- 4.7.28. and 4.7.30. – bid low yields and the County prefers high yields.
- Bid Lexmark brand rather than HP. The IT department has experienced higher failure rates with Lexmark compatibles. In addition, there is a concern about experiencing voiding of printer warranties for using compatibles.
- Only accepts returns within 10 days.

Upon the completion of bid evaluations, Purchasing and Information Technology recommend award to Office Source of Fenton, Missouri, for having the best bid meeting the minimum specifications. Estimated yearly cost of contract is \$31,030.50. Budgeted dollars for this equipment from department number 1170 – Information Technology, account number 23018 – Printer Supplies are \$43,900.

att: Bid Tabulation

BID TABULATION

64-30SEP03 - Printer Toner Cartridges Term & Supply

			Office Source		Crystal Data		Media Recovery		CMI	
	Pricing	Yearly Quantity (each)	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price
4.7.1.	Toner: Infoprint 40: #90H3566	32	228.00	7296.00	263.00	8416.00	249.41	7981.12	254.11	8131.52
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		IBM-90H3566		90H3566		90H3566		90H3566	
	Yield (copies) per cartridge		23,000		23,000		23,000		23,000	
4.7.2.	Toner: HP27X Ultra Precise: # C4127X	17	98.00	1666.00	118.12	2008.04	110.88	1884.96	110.49	1878.33
	Manufacturer:		HP		HP		HP		HP	
	Item #		Hew-C4127X		C4127X		C4127X		C4127X	
	Yield (copies) per cartridge		10,000		10,000		10,000		10,000	
4.7.3.	Toner: IBM NP 17/4317 BLK: #63H2401	15	160.00	2400.00	185.07	2776.05	177.20	2658.00	182.16	2732.40
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		IBM-63H2401		63H2401		63H2401		63H2401	
	Yield (copies) per cartridge		10,000		10,000		10,000		10,000	
4.7.4.	Toner: Lexmark Optra T612: #12A5845	2	250.00	500.00	274.9	549.80	259.78	519.56	298.38	596.76
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		Lex-12A5845		Lex-12A5845		12A5845		12A5845	
	Yield (copies) per cartridge		250,000		25,000		25,000		25,000	
4.7.5.	HP2100: #02-81038-001	3	189.00	567.00	203.41	610.23	213.76	641.28	202.02	606.06
	Manufacturer:		Troy		Troy		Troy		Troy	
	Item #		TRY-02-8138-001		TRY-02-8138-001		02-81038-001		02-81038-001	
	Yield (copies) per cartridge		5,000		5,000		5,000		5,000	
4.7.6.	Toner: HP2100X1: #4096A	4	75.00	300.00	92.83	371.32	88.12	352.48	86.80	347.20
	Manufacturer:		HP		HP		HP		HP	
	Item #		Hew-C4096A		C4096A		C4096A		C4096A	
	Yield (copies) per cartridge		5,000		5,000		5,000		5,000	
4.7.7.	Toner: Lex IBM 4019/4028: #1380520	20	170.00	3400.00	233.50	4670.00	233.33	4666.60	241.21	4824.20
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		Lex-1380520		Lex-1380520		1380520		1380520	
	Yield (copies) per cartridge		9,500		9500		9,500		9,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Term & Sup

		Office Source			Crystal Data		Media Recovery		CMI	
4.7.9.	Toner:Lex IBM 4039/3916: #1380950	5	200.00	1000.00	241.50	1207.50	225.20	1126.00	262.17	1310.85
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-1380950			Lex-1380950		1380950		1380950	
	Yield (copies) per cartridge	12,800			12,800		12,800		12,800	
4.7.9.	Toner: Lex Optra SC1275: #1361751	8	55.00	440.00	66.70	533.60	68.23	545.84	72.41	579.28
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-1361751			1361751		1361751		1361751	
	Yield (copies) per cartridge	4,500			4,500		No Bid		4,500	
4.7.10.	Toner: Lex Optra SC1275: #1361752	6	50.00	300.00	61.00	366.00	63.49	380.94	66.17	397.02
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-1361752			1361752		1361752		1361752	
	Yield (copies) per cartridge	3,500			3,500		3,500		3,500	
4.7.11.	Toner: HP 2100se Blk Laserjet	30	75.00	2250.00	92.83	2784.90	88.12	2643.60	86.80	2604.00
	Manufacturer:	HP			HP		HP		HP	
	Item #	Hew-C4096A			C4096A		C4096A		C4096A	
	Yield (copies) per cartridge	5,000			5,000		5,000		5,000	
4.7.12.	Toner: Lex Optra R/4049: #1382150	9	210.00	1890.00	251.90	2267.10	249.86	2248.74	261.58	2354.22
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-1382150			1382150		1382150		1382150	
	Yield (copies) per cartridge	14,000			14,000		14,000		14,000	
4.7	Toner: HP Series II/III: #92295A	3	50.00	150.00	92.98	278.94	86.81	260.43	87.83	263.49
	Manufacturer:	HP			HP		HP		HP	
	Item #	Hew-92295A			92295A		HP92295A		92295A	
	Yield (copies) per cartridge	4,000			4,000		4,000		4,000	
4.7.14.	Toner: Lex HP 3SI/4SI/4SIMX: #140191A	4	69.00	276.00	90.30	361.20	89.70	358.80	94.81	379.24
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-140191A			140191A		140191A		140191A	
	Yield (copies) per cartridge	10,250			8,000		10,250		10,250	
4.7.15.	Toner: HP Deskjet 900/970: #C6578DN	3	26.50	79.50	31.05	93.15	31.66	94.98	29.47	88.41
	Manufacturer:	HP			HP		HP		HP	
	Item #	Hew-C6578DN			C6578DN		C6578DN		C6578DN	
	Yield (copies) per cartridge	450			450		450		450	
4.7.16.	Toner: Lexmark Optra SC YELLOW: #1361754	3	50.00	150.00	61.00	183.00	63.49	190.47	66.17	198.51
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-1361754			1361754		1361754		1361754	
	Yield (copies) per cartridge	3,500			3,500		3,500		3,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Term & Sup

		Office Source		Crystal Data		Media Recovery		CMI		
4.7.17.	Toner: Lexmark Optra SC Cyan: #1361753	2	50.00	100.00	61.00	122.00	63.49	126.98	66.17	132.34
	Manufacturer:	Lexmark		Lexmark		Lexmark		Lexmark		
	Item #	Lex-1361753		1361753		1361753		1361753		
	Yield (copies) per cartridge	3,500		3,500		3,500		x		
4.7.19.	Toner: IBM 4317 Micr Toner: #02-81017-001	2	252.00	504.00	No Bid	No Bid	272.74	545.48	279.61	559.22
	Manufacturer:	TROY		No Bid		TROY		TROY		
	Item #	TRY-02-81017-001		No Bid		02-81017-001		02-81017-001		
	Yield (copies) per cartridge	10,000		No Bid		10,000		10,000		
4.7.20.	Toner: IBM Infoprint 1130-1140: #28P2010	2	295.00	590.00	336.00	672.00	309.36	618.72	329.40	658.80
	Manufacturer:	IBM		IBM		IBM		IBM		
	Item #	IBM -28P2010		28P2010		28P2010		28P2010		
	Yield (copies) per cartridge	30,000		30,000		30,000		30,000		
4.7.21.	Toner: IBM Laser: #63H5721	2	140.00	280.00	161.40	322.80	154.22	308.44	164.42	328.84
	Manufacturer:	IBM		IBM		IBM		IBM		
	Item #	IBM-63H5721		63H5721		63H5721		63H5721		
	Yield (copies) per cartridge	15,000		15,000		15,000		15,000		
4.7.22.	Toner: Lexmark HP4000: #140127X	2	80.00	160.00	91.80	183.60	93.88	187.76	96.38	192.76
	Manufacturer:	Lexmark		Lexmark		Lexmark		Lexmark		
	Item #	Lex-140127X		140127X		140127X		140127X		
	Yield (copies) per cartridge	10,000		10,000		10,000		10,000		
4.7.23.	Toner: Lexmark 98 Long Life: #140198X	2	84.00	168.00	79.30	158.60	80.98	161.96	83.21	166.42
	Manufacturer:	Lexmark		Lexmark		Lexmark		Lexmark		
	Item #	Lex-140198X		140198X		140198X		140198X		
	Yield (copies) per cartridge	8,800		8,800		8,800		8,800		
4.7.24.	Toner: Lexmark: #140195A	2	45.00	90.00	60.09	120.18	62.25	124.50	63.10	126.20
	Manufacturer:	Lexmark		Lexmark		Lexmark		Lexmark		
	Item #	Lex-140195A		140195A		140195A		140195A		
	Yield (copies) per cartridge	4,000		4,000		4,000		4,000		
4.7.25.	Toner: Lexmark: #1382925	2	186.00	372.00	195.50	391.00	187.80	375.60	207.77	415.54
	Manufacturer:	Lexmark		Lexmark		Lexmark		Lexmark		
	Item #	Lex-1382925		1382925		1382925		1382925		
	Yield (copies) per cartridge	17,600		17,600		17,600		17,600		
4.7.26.	Toner: HP Laserjet 4/5: #92298X	4	78.00	312.00	92.83	371.32	90.83	363.32	86.81	347.24
	Manufacturer:	HP		HP		HP		HP		
	Item #	Hew-92298X		92298X		92298X		92298X		
	Yield (copies) per cartridge	8,800		8,800		8,800		8,800		

BID TABULATION

30SEP03 - Printer Toner Cartridges Term & Sup

		Office Source			Crystal Data		Media Recovery		CMI	
4.7.	Toner: Canon NPG-13A, Black,6035-F, 6230	10	24.00	240.00	28.54	285.40	28.96	289.60	26.14	261.40
	Manufacturer:	Canon			Canon		Canon		Canon	
	Item #	CNM-NPG13			1384A011AA		1384A011AA		1384A011AA	
	Yield (copies) per cartridge	10,000			9,500		9,500		10,000	
4.7.28.	Toner: Lexmark T520, Black	5	270.00	1350.00	280.60	1403.00	267.40	1337.00	304.62	1523.10
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-12A6835			12A6835		12A6835		12A6835	
	Yield (copies) per cartridge	20,000			20,000		20,000		20,000	
4.7.29.	Toner: HP2200 Laser	50	75.00	3750.00	92.83	4641.50	30.70	1535.00	86.80	4340.00
	Manufacturer:	HP			HP		HP		HP	
	Item #	Hew-C4096A			C4096A		C4844A		C4096A	
	Yield (copies) per cartridge	5,000			5,000		1,430		5,000	
4.7.30	Toner: Lexmark C750	3	150.00	450.00	156.10	468.30	149.70	449.10	111.11	333.33
	Manufacturer:	Lexmark			Lexmark		Lexmark		Lexmark	
	Item #	Lex-10B042K			10B042K		10B042K		10B041K	
	Yield (copies) per cartridge	15,000			15,000		15,000		6,000	
4.7.31.	Grand Total (4.7.1. through 4.7.30.)	31,030.50			36,616.53		32,977.26		36,676.68	
4.8										
	2nd year		0%		10%		8%		6%	
	3rd year		0%		10%		No Bid		6%	
	4th year		0%		10%		No Bid		6%	
	5th year		0%		10%		No Bid		6%	
4.9.	Min discount from catalog list for all toner cartridges introduced after inception of the contract, & all existing toner cartridges not specified herein:		35%		25-50%		15%		No Bid	
4.10.	ARO		2 Days		2 Days		1-4 Days		1-2 Days	
4.11.	Vendor Return Policy		Yes - no time limit - any cartridge		within 60 days		within 90 days		within 60 days	
4.12.	Vendor Recycle Program		Yes		Yes		No Bid		Yes - with credit	
4.13.	On-line ordering		Yes		Yes		Yes		Yes	
4.14.	Co-op		Yes		Yes		Yes		No	
4.15.	Cartridges on this response page are not refurbished or recycles toner cartridges		Yes		Yes		Yes		Yes	
	Addendum		No		No		No		Yes	

No Bid

BID TABULATION

64-30SEP03 - Printer Toner Cartridges

			EBE		Multiwave Option A		Multiwave Option B		BPI	
4.7.	Pricing	Yearly Quantity (each)	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price
4.7.1.	Toner: Infoprint 40: #90H3566	32	238.0	7616.00	237.00	7584.00	237.00	7584.00	256.20	8198.40
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		90H3566		90H3566		90H3566		90H3566	
	Yield (copies) per cartridge		No Bid		23,000 W/5% COVERAGE		23,000 W/5% COVERAGE		23,000	
4.7.2.	Toner: HP27X Ultra Precise: # C4127X	17	106.29	1806.93	107.00	1819.00	107.00	1819.00	113.10	1922.70
	Manufacturer:		HP		HP		HP		HP	
	Item #		C4127X		C4127X		C4127X		C4127X	
	Yield (copies) per cartridge		10,000		10,000 W/5% COVERAGE		10,000 W/5% COVERAGE		10,000	
4.7.3.	Toner: IBM NP 17/4317 BLK: #63H2401	15	169.00	2535.00	168.00	2520.00	168.00	2520.00	179.93	2698.95
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		63H2401		63H2401		63H2401		63H2401	
	Yield (copies) per cartridge		No Bid		10,000 W/5% COVERAGE		10,000 W/5% COVERAGE		10,000	
4.7.4.	Toner: Lexmark Optra T612: #12A5845	2	265.00	530.00	259.00	518.00	256.30	512.60	281.77	563.54
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		12A5845		12A5845		12A5845		12A5845	
	Yield (copies) per cartridge		No Bid		25,000 W/5% COVERAGE		25,000 W/5% COVERAGE		25,000	
4.7.5.	HP2100: #02-81038-001	3	195.00	585.00	No Bid	No Bid	No Bid	No Bid	192.55	577.65
	Manufacturer:		Troy		No Bid		No Bid		TROY	
	Item #	TF	02-81038-001		No Bid		No Bid		02-81038-001	
	Yield (copies) per cartridge		No Bid		No Bid		No Bid		5,000	
4.7.6.	Toner: HP2100X1: #4096A	4	84.00	336.00	84.75	339.00	84.20	336.80	88.86	355.44
	Manufacturer:		HP		HP		HP		HP	
	Item #		C4096A		C4096A		C4096A		C4096A	
	Yield (copies) per cartridge		No Bid		5,000 W/5% COVERAGE		5,000 W/5% COVERAGE		5,000	
4.7.7.	Toner: Lex IBM 4019/4028: #1380520	20	225.00	4500.00	223.50	4470.00	223.45	4469.00	239.33	4786.60
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1380520		1380520		1380520		1380520	
	Yield (copies) per cartridge		No Bid		9,500 W/5% COVERAGE		9,500 W/5% COVERAGE		9,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

		EBE		Multiwave Option A		Multiwave Option B		BPI		
4.7.9.	Toner: Lex IBM 4039/3916: #1380950	5	233.00	1165.00	233.00	1165.00	231.20	1156.00	247.59	1237.95
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1380950		1380950		1380950		1380950	
	Yield (copies) per cartridge		No Bid		12,800 W/5% COVERAGE		12,800 W/5% COVERAGE		12,800	
4.7.9.	Toner: Lex Optra SC1275: #1361751	8	66.00	528.00	64.00	512.00	63.90	511.20	68.39	547.12
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361751		1361751		1361751		1361751	
	Yield (copies) per cartridge		No Bid		4,500 W/5% COVERAGE		4,500 W/5% COVERAGE		4,500	
4.7.10.	Toner: Lex Optra SC1275: #1361752	6	60.00	360.00	59.75	358.5	58.45	350.70	62.49	374.94
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361752		1361752		1361752		1361752	
	Yield (copies) per cartridge		No Bid		3,500 W/5% COVERAGE		3,500 W/5% COVERAGE		3,500	
4.7.11.	Toner: HP 2100se Blk Laserjet	30	84.00	2520.00	84.10	2523.00	84.10	2523.00	88.86	2665.80
	Manufacturer:		HP		HP		HP		HP	
	Item #		C4096A		C4996A		C4996A		C4096A	
	Yield (copies) per cartridge		No Bid		5,000 W/5% COVERAGE		5,000 W/5% COVERAGE		5,000	
4.7.12.	Toner: Lex Optra R/4049: #1382150	9	245.00	2205.00	236.00	2124.00	234.70	2112.30	258.19	2323.71
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1382150		1382150		1382150		1382150	
	Yield (copies) per cartridge		No Bid		14,000 W/5% COVERAGE		14,000 W/5% COVERAGE		14,000	
4.7.13.	Toner: HP Series II/III: #92295A	3	84.0	252.00	85.50	256.50	83.80	251.40	89.04	267.12
	Manufacturer:		HP		HP		HP		HP	
	Item #		92295A		92295A		92295A		92295A	
	Yield (copies) per cartridge		No Bid		4,000W/5% COVERAGE		4,000 W/5% COVERAGE		4,000	
4.7.14.	Toner: Lex HP 3SI/4SI/4SIMX: #140191A	4	90.00	360.00	No Bid	No Bid	No Bid	No Bid	95.57	382.28
	Manufacturer:		Lexmark		No Bid		No Bid		Lexmark	
	Item #		140191A		No Bid		No Bid		140191A	
	Yield (copies) per cartridge		No Bid		No Bid		No Bid		10,250	
4.7.15.	Toner: HP Deskjet 900/970: #C6578DN	3	29.00	87.00	31.50	94.50	28.20	84.60	30.17	90.51
	Manufacturer:		HP		HP		HP		HP	
	Item #		C6578DN		C6578DN		C6578DN		C6578DN	
	Yield (copies) per cartridge		No Bid		450 W/15% COVERAGE		450 W/15% COVERAGE		450	
4.7.16.	Toner: Lexmark Optra SC YELLOW: #1361754	3	60.00	180.00	60.75	182.25	58.45	175.35	62.49	187.47
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361754		1361754		1361754		1361754	
	Yield (copies) per cartridge		No Bid		3,500 W/5% COVERAGE		3,500 W/5% COVERAGE		3,500	

BID TABULATION

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		EBE		Multiwave Option A		Multiwave Option B		BPI		
4.7.17.	Toner: Lexmark Optra SC Cyan: #1361753	2	60.00	120.00	63.00	126.00	58.45	116.90	62.49	124.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361753		1361753		1361753		1361753	
	Yield (copies) per cartridge		No Bid		3,500 W/5% COVERAGE		3,500 W/5% COVERAGE		3,500	
4.7.19.	Toner: IBM 4317 Micr Toner: #02-81017-001	2	237.00	474.00	No Bid	No Bid	No Bid	No Bid	257.67	515.34
	Manufacturer:		TROY		No Bid		No Bid		TROY	
	Item #	TR	02*81017-001		No Bid		No Bid		02-81017-001	
	Yield (copies) per cartridge		No Bid		No Bid		No Bid		10,000	
4.7.20.	Toner: IBM Infoprint 1130-1140: #28P2010	2	306.00	612.00	306.00	612.00	303.50	607.00	325.08	650.16
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		28P2010		28P2010		28P2010		28P2010	
	Yield (copies) per cartridge		No Bid		30,000 W/5% COVERAGE		30,000 W/5% COVERAGE		30,000	
4.7.21.	Toner: IBM Laser: #63H5721	2	146.00	292.00	148.00	296.00	145.10	290.20	156.09	312.18
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		63H5721		63H5721		63H5721		63H5721	
	Yield (copies) per cartridge		No Bid		15,000 W/5% COVERAGE		15,000 W/5% COVERAGE		15,000	
4.7.22.	Toner: Lexmark HP4000: #140127X	2	88.42	176.84	92.00	184.00	87.90	175.80	97.15	194.30
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		140127X		140127X		140127X		140127X	
	Yield (copies) per cartridge		No Bid		10,000 W/5% COVERAGE		10,000 W/5% COVERAGE		10,000	
4.7.	Toner: Lexmark 98 Long Life: #140198X	2	79.00	158.00	80.00	160.00	75.95	151.90	83.88	167.76
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		140198X		140198X		140198X		140198X	
	Yield (copies) per cartridge		No Bid		7,800 W/5% COVERAGE		7,800 W/5% COVERAGE		8,800	
4.7.24.	Toner: Lexmark: #140195A	2	60.00	120.00	62.00	124.00	57.60	115.20	63.61	127.22
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		140195A		140195A		140195A		140195A	
	Yield (copies) per cartridge		No Bid		4,000 W/5% COVERAGE		4,000 W/5% COVERAGE		4,000	
4.7.25.	Toner: Lexmark: #1382925	2	188.36	376.72	186.00	372.00	182.40	364.80	200.42	400.84
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1382925		1382925		1382925		1382925	
	Yield (copies) per cartridge		No Bid		17,600 W/5% COVERAGE		17,600 W/5% COVERAGE		17,600	
4.7.26.	Toner: HP Laserjet 4/5: #92298X	4	84.00	336.00	85.00	340.00	84.30	337.20	88.86	355.44
	Manufacturer:		HP		HP		HP		HP	
	Item #		92298X		92298X		92298X		92298X	
	Yield (copies) per cartridge		No Bid		8,800 W/5% COVERAGE		8,800 W/5% COVERAGE		8,800	

BID TABULATION

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		EBE		Multiwave Option A		Multiwave Option B		BPI		
4.7.	Toner: Canon NPG-13A, Black,6035-F, 6230	10	25.00	250.00	No Bid	No Bid	No Bid	No Bid	26.47	264.70
	Manufacturer:	Canon		No Bid		No Bid		CANON		
	Item #	1384A011AA		No Bid		No Bid		1384A011AA		
	Yield (copies) per cartridge	No Bid		No Bid		No Bid		9,500		
4.7.28.	Toner: Lexmark T520, Black	5	279.00	1395.00	129.00	645.00	126.60	633.00	288.46	1442.30
	Manufacturer:	Lexmark		Lexmark Prebate \$		Lexmark Prebate \$		Lexmark		
	Item #	12A6835		12A6830		12A6830		12A6835		
	Yield (copies) per cartridge	No Bid		7,500 W/5% COVERAGE		7,500 W/5% COVERAGE		20,000		
4.7.29.	Toner: HP2200 Laser	50	84.00	4200.00	84.00	4200.00	84.00	4200.00	88.86	4443.00
	Manufacturer:	HP		HP		HP		HP		
	Item #	C4096A		C4096A		C4096A		C4096A		
	Yield (copies) per cartridge	No Bid		5,000 W/5% COVERAGE		5,000 W/5% COVERAGE		5,000		
4.7.30	Toner: Lexmark C750	3	180.00	540.00	99.00	297.00	96.90	290.70	159.99	479.97
	Manufacturer:	Lexmark		Lexmark Prebate \$		Lexmark Prebate \$		Lexmark		
	Item #	10B032K		10B041K		10B041K		10B042K		
	Yield (copies) per cartridge	No Bid		6,000 W/5% COVERAGE		6,000 W/5% COVERAGE		15,000		
4.7.31.	Grand Total (4.7.1. through 4.7.30.)		34,616.49		31,821.75		31,688.65		36,658.37	
4.8					Multi-Wave - Non-Responsive - 2.6. - Bid does not include F.O.B. Destination					
	2nd year		No Bid		N/A		No Bid		10%	
	3rd year		No Bid		N/A		No Bid		10%	
	4th year		No Bid		N/A		No Bid		10%	
	5th year		No Bid		N/A		No Bid		10%	
4.9.	Min discount from catalog list on toner cartridges introduced in inception of the contract, & a toner cartridges not specified		No Bid		N/A		No Bid		10%	
4.10.	ARO		1-2 Days		7-21 Days		7-21 Days		1-2 Days	
4.11.	Vendor Return Policy		Yes		Yes		Yes		within 30 days	
4.12.	Vendor Recycle Program		No Bid		No		No		No	
4.13.	On-line ordering		Yes		No		No		Yes	
4.14.	Co-op		Yes		Yes		Yes		Yes	
4.15.	Cartridges on this response package not refurbished or recycled toner cartridges		Yes		Yes		Yes	Minimum Order-Shipment \$1,900.00	Yes	
	Addendum		No		Yes		Yes		Yes	

No Bid

BID TABULATION

64-30SEP03 - Printer Toner Cartridges

		Upstate Computers		Corporate Express Imaging		SDF Computers		Alpha Laser		
4.7.	Pricing	Yearly Quantity (each)	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price
4.7.1.	Toner: Infoprint 40: #90H3566	32	236.29	7561.28	234.66	7509.12	229.00	7328.00	229.99	7359.68
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		90H3566		90H3566		90H3566		90H3566-N	
	Yield (copies) per cartridge		23,000		23,000		23,000		23,000	
4.7.2.	Toner: HP27X Ultra Precise: # C4127X	17	96.99	1648.83	85.35	1450.95	102.42	1741.14	99.99	1699.83
	Manufacturer:		HP		Lexmark		HP		HP	
	Item #		C4127X		140127X		C4127X		C4127X-N	
	Yield (copies) per cartridge		10,000		10,000		10,000		10,000	
4.7.3.	Toner: IBM NP 17/4317 BLK: #63H2401	15	180.97	2714.55	166.53	2497.95	164.00	2460.00	160.99	2414.85
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		63H2401		63H2401		63H2401		63H2401	
	Yield (copies) per cartridge		10,000		10,000		10,000		10,000	
4.7.4.	Toner: Lexmark Optra T612: #12A5845	2	253.17	506.34	255.61	511.22	251.39	502.78	219.99	439.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		12A5845		12A5845		12A5845		12A5845-N	
	Yield (copies) per cartridge		25,000		25,000		25,000		25,000	
4.7.5.	HP2100: #02-81038-001	3	179.00	537.00	177.17	531.51	135.50	406.50	129.99	389.97
	Manufacturer:		MICR		TROY		RHINOTEK		TROY	
	Item #	TF	02-81038-001		02-81038-001		Q2100MICR		C4096A-NM	
	Yield (copies) per cartridge		5,000		5,000		No bid		5,000	
4.7.6.	Toner: HP2100X1: #4096A	4	73.60	294.40	68.77	275.08	81.33	325.32	76.99	307.96
	Manufacturer:		HP		Lexmark		HP		HP	
	Item #		C4096A		140196A		C4096A		C4096A-N	
	Yield (copies) per cartridge		5,000		5,000		5,000		5,000	
4.7.7.	Toner: Lex IBM 4019/4028: #1380520	20	242.52	4850.40	217.11	4342.20	219.64	4392.80	199.99	3999.80
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1380520		1380520		1380520		1380520-N	
	Yield (copies) per cartridge		9,500		9,500		9,500		9,500	

BID TABULATION

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			Upstate Computers		Corporate Express		SDF Computers		Alpha Laser	
4.7.9.	Toner:Lex IBM 4039/3916: #1380950	5	231.82	1159.10	224.60	1123.00	227.00	1135.00	184.99	924.95
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1380950		1380950		1380950		1380950-N	
	Yield (copies) per cartridge		12,800		12,800		12,800		12,800	
4.7.9.	Toner: Lex Optra SC1275: #1361751	8	70.14	561.12	62.03	496.24	64.32	514.56	67.99	543.92
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361751		1361751		1361751		1361751-N	
	Yield (copies) per cartridge		4,500		4,500		14,000		4,500	
4.7.10.	Toner: Lex Optra SC1275: #1361752	6	64.63	387.78	56.68	340.08	59.04	354.24	59.99	359.94
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361752		1361752		1361752		1361752-N	
	Yield (copies) per cartridge		3,500		3,500		3,500		3,500	
4.7.11.	Toner: HP 2100se Blk Laserjet	30	73.60	2208.00	68.77	2063.10	81.33	2439.90	76.99	2309.70
	Manufacturer:		HP		Lexmark		HP		HP	
	Item #		C4096A		140196A		C4096A		C4096A-N	
	Yield (copies) per cartridge		5,000		5,000		5,000		5,000	
4.7.12.	Toner: Lex Optra R/4049: #1382150	9	223.56	2012.04	234.22	2107.98	230.77	2076.93	199.99	1799.91
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1382150		1382150		1382150		1382150-N	
	Yield (copies) per cartridge		14,000		14,000		14,000		14,000	
4.7	Toner: HP Series II/III: #92295A	3	54.99	164.97	52.35	157.05	81.48	244.44	59.99	179.97
	Manufacturer:		HP		CANON		HP		HP	
	Item #		92295A		1524A002		92295A		92295A-N	
	Yield (copies) per cartridge		4,000		4,000		4,000		4,000	
4.7.14.	Toner: Lex HP 3SI/4SI/4SIMX: #140191A	4	84.47	337.88	83.96	335.84	85.75	343.00	74.99	299.96
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		14191A		140191A		140191A		140191A-N	
	Yield (copies) per cartridge		10,250		10,250		10,200		10,250	
4.7.15.	Toner: HP Deskjet 900/970: #C6578DN	3	24.89	74.67	27.37	82.11	27.85	83.55	28.49	85.47
	Manufacturer:		HP		HP		HP		HP	
	Item #		C6578DN		C6578DN		C6578DN		C6578DN-N	
	Yield (copies) per cartridge		450		450		450		450	
4.7.16.	Toner: Lexmark Optra SC YELLOW: #1361754	3	58.44	175.32	56.71	170.13	59.04	177.12	59.99	179.97
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361754		1361754		1361754		1361754-N	
	Yield (copies) per cartridge		3,500		3,500		3,500		3,500	

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		Upstate Computers		Corporate Express		SDF Computers		Alpha Laser		
4.7.17.	Toner: Lexmark Optra SC Cyan: #1361753	2	58.44	116.88	56.68	113.36	64.66	129.32	59.99	119.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1361753		131753		1361753		1361753-N	
	Yield (copies) per cartridge		3,500		3,500		3,500		3,500	
4.7.19.	Toner: IBM 4317 Micr Toner: #02-81017-001	2	361.00	722.00	226.84	453.68	No Bid	No Bid	219.99	439.98
	Manufacturer:		MICR		TROY		No Bid		IBM	
	Item #	TR	02-81017-001		02-81017-001		No Bid		63H2401-NM	
	Yield (copies) per cartridge		5,000		10,000		No Bid		10,000	
4.7.20.	Toner: IBM Infoprint 1130-1140: #28P2010	2	290.25	580.50	300.79	601.58	307.67	615.34	279.99	559.98
	Manufacturer:		IBM		IBM		IBM		IBM	
	Item #		28P2010		28P2010		28P2010		29P2010-N	
	Yield (copies) per cartridge		30,000		30,000		30,000		30,000	
4.7.21.	Toner: IBM Laser: #63H5721	2	140.11	280.22	122.19	244.38	160.03	320.06	149.99	299.98
	Manufacturer:		IBM		Lexmark		IBM		IBM	
	Item #		63H5721		140109A		63H5721		63H5721-N	
	Yield (copies) per cartridge		15,000		15,000		15,000		15,000	
4.7.22.	Toner: Lexmark HP4000: #140127X	2	91.36	182.72	85.35	170.7	92.67	185.34	74.99	149.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		140127X		140127X		140127X		140127X-N	
	Yield (copies) per cartridge		10,000		10,000		10,000		10,000	
4.7.23.	Toner: Lexmark 98 Long Life: #140198X	2	77.87	155.74	73.69	147.38	78.38	156.76	64.99	129.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		140198X		140198X		141198X		141198X-N	
	Yield (copies) per cartridge		8,800		8,800		8,800		8,800	
4.7.24.	Toner: Lexmark: #140195A	2	55.59	111.18	52.35	104.7	57.70	115.40	44.99	89.98
	Manufacturer:		Lexmark		CANON		Lexmark		Lexmark	
	Item #		140195A		1524A002		140195A		140195A	
	Yield (copies) per cartridge		4,000		4,000		4,000		4,000	
4.7.25.	Toner: Lexmark: #1382925	2	159.99	319.98	181.82	363.64	181.68	363.36	149.99	299.98
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		1382925		1382925		1382925		1382925-N	
	Yield (copies) per cartridge		17,600		17,600		17,600		17,600	
4.7.26.	Toner: HP Laserjet 4/5: #92298X	4	75.99	303.96	73.69	294.76	76.82	307.28	79.99	319.96
	Manufacturer:		HP		Lexmark		HP		HP	
	Item #		92298X		140198X		92298X		92298X-N	
	Yield (copies) per cartridge		8,800		8,800		6,800		8,800	

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		Upstate Computers		Corporate Express		SDF Computers		Alpha Laser		
4.7.	Toner: Canon NPG-13A, Black,6035-F, 6230	10	33.81	338.10	24.26	242.60	20.68	206.80	24.99	249.90
	Manufacturer:		CANON		CANON		DIGITAL PRODUCTS		CANON	
	Item #		NPG-13A		1384A003		1384A011AA		1384A011AA-N	
	Yield (copies) per cartridge		5,000		9,500		5,400		9,500	
4.7.28.	Toner: Lexmark T520, Black	5	130.68	653.40	122.99	614.95	329.98	1649.90	249.99	1249.95
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		T520		12A6830		12A6735		12A6835-N	
	Yield (copies) per cartridge		5,000		7,500		20,000		20,000	
4.7.29.	Toner: HP2200 Laser	50	73.60	3680.00	26.68	1334.00	81.33	4066.50	76.99	3849.50
	Manufacturer:		HP		HP		HP		HP	
	Item #		C4096A		C4844A		C4096A		C4096A-N	
	Yield (copies) per cartridge		5,000		1,430		5,000		5,000	
4.7.30	Toner: Lexmark C750	3	98.89	296.67	95.19	285.57	149.15	447.45	109.99	329.97
	Manufacturer:		Lexmark		Lexmark		Lexmark		Lexmark	
	Item #		C750		10B041K		108042K		10B41K-N	
	Yield (copies) per cartridge		5,000		6,000		15,000		6,000	
4.7.31.	Grand Total (4.7.1. through 4.7.30.)		32,935.03		28,964.86		33,088.79		31,384.98	
4.8										
	2nd year		2%		7%		5%		3%	
	3rd year		2%		7%		5%		4%	
	4th year		2%		7%		5%		4%	
	5th year		2%		7%		5%		5%	
4.9.	Min discount from catalog list on toner cartridges introduced in inception of the contract, & all toner cartridges not specified		35%		20%		No Bid		12%	
4.10.	ARO		1-3 Days		1-2 Days		5 Days		1 Day	
4.11.	Vendor Return Policy		Yes - no time limit on any cartridge		Within 10 days		Yes		Within 1 year	
4.12.	Vendor Recycle Program		Yes - with credit		Yes		Yes		Yes	
4.13.	On-line ordering		Yes		Yes		No		Yes	
4.14.	Co-op		Yes		Yes		Yes		Yes	
4.15.	Cartridges on this response purchased are not refurbished or recycled toner cartridges		Yes		Yes		Yes		Yes	
	Addendum		No		Yes		No		Yes	

No Bid

BID TABULATION

64-30SEP03 - Printer Toner Cartridges

			Educational Marketing		Boise		Corporate Express ICGS		IKON Office	
4.7.	Pricing	Yearly Quantity (each)	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price	Unit price	Ext. Price
4.7.1.	Toner: Infoprint 40: #90H3566	32	No Bid	No Bid	240.95	7710.40	116.00	3712.00	239.88	7676.16
	Manufacturer:		No Bid		AZERTY		HITIACHI		IBM	
	Item #		No Bid		90H3566		59322		90H3566	
	Yield (copies) per cartridge		No Bid		No Bid		23,000		23,000	
4.7.2.	Toner: HP27X Ultra Precise: # C4127X	17	49.00	833.00	104.77	1781.09	82.30	1399.10	101.79	1730.43
	Manufacturer:		IMAGE WORKS		HP		Lexmark		HP	
	Item #		PGHPC4127X		C4217X		140127X		C4127X	
	Yield (copies) per cartridge		10,000		No Bid		10,000		10,000	
4.7.3.	Toner: IBM NP 17/4317 BLK: #63H2401	15	62.50	937.50	167.80	2517.00	105.00	1575.00	169.43	2541.45
	Manufacturer:		IMAGE WORKS		AZERTY		DEC		IBM	
	Item #		G63H2401		63H2401		LN17X-AA		63H2401	
	Yield (copies) per cartridge		10,000		No Bid		10,000		10,000	
4.7.4.	Toner: Lexmark Optra T612: #12A5845	2	No Bid	No Bid	256.99	513.98	246.20	492.40	251.27	502.54
	Manufacturer:		No Bid		Lexmark		Lexmark		Lexmark	
	Item #		No Bid		12A5845		12A5845		12A5845	
	Yield (copies) per cartridge		No		No Bid		25,000		25,000	
4.7.5.	HP2100: #02-81038-001	3	66.25	198.75	205.61	616.83	175.00	525.00	194.44	583.32
	Manufacturer:		IMAGE WORKS		AZERTY		TROY		TROY	
	Item #	TF	PGHPC4096AMICR		02-81038-001		02-81038-001		02-81038-001	
	Yield (copies) per cartridge		5,000		No Bid		5,000		5,000	
4.7.6.	Toner: HP2100X1: #4096A	4	65.50	262.00	82.32	329.28	66.50	266.00	80.66	322.64
	Manufacturer:		IMAGE WORKS		HP		Lexmark		HP	
	Item #		PGHPC4096A		C4096A		140196A		C4096A	
	Yield (copies) per cartridge		5,000		No Bid		5,000		5,000	
4.7.7.	Toner: Lex IBM 4019/4028: #1380520	20	61.25	1225.00	218.28	4365.60	209.15	4183.00	207.51	4150.20
	Manufacturer:		IMAGE WORKS		Lexmark		IBM		IBM	
	Item #		PGLEX13805020		1380520		1380520		1380520	
	Yield (copies) per cartridge		9,500		No Bid		9,500		9,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

			Educational Marketing		Boise		Corporate Express		IKON Office	
4.7.8	Toner:Lex IBM 4039/3916: #1380950	5	64.25	321.25	225.81	1129.05	215.55	1077.75	219.34	1096.7
	Manufacturer:		IMAGE WORKS		Lexmark		IBM		Lexmark	
	Item #		PGLEX1380950		1380950		1380950		1380950	
	Yield (copies) per cartridge		12,800		No Bid		12,800		12,800	
4.7.9.	Toner: Lex Optra SC1275: #1361751	8	36.25	290.00	62.37	498.96	59.86	478.88	63.42	507.36
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		GLEX1361751		1361751		1361751		1361751	
	Yield (copies) per cartridge		4,500		No Bid		4,500		4,500	
4.7.10.	Toner: Lex Optra SC1275: #1361752	6	36.98	221.88	56.99	341.94	54.75	328.50	58.13	348.78
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		GLEX1361752		1361752		1361752		1361752	
	Yield (copies) per cartridge		4,500		No Bid		3,500		3,500	
4.7.11.	Toner: HP 2100se Blk Laserjet	30	69.25	2077.50	82.32	2469.60	66.50	1995.00	80.66	2419.80
	Manufacturer:		IMAGE WORKS		HP		Lexmark		HP	
	Item #		POLC4096A		S1C4096A		140196A		C4096A	
	Yield (copies) per cartridge		5,000		No Bid		5,000		5,000	
4.7.12.	Toner: Lex Optra R/4049: #1382150	9	55.25	497.25	235.48	2119.32	225.80	2032.20	233.48	2101.32
	Manufacturer:		IMAGE WORKS		Lexmark		IBM		Lexmark	
	Item #		PGLEX1382150		1382150		1382150		1382150	
	Yield (copies) per cartridge		4,000		No Bid		14,000		14,000	
4.7	Toner: HP Series II/III: #92295A	3	22.25	66.75	82.48	247.44	50.98	152.94	80.51	241.53
	Manufacturer:		IMAGE WORKS		HP		CANON		HP	
	Item #		PGHP92295A		92295A		1524A002		92295A	
	Yield (copies) per cartridge		4,000		No Bid		4,000		4,000	
4.7.14.	Toner: Lex HP 3SI/4SI/4SIMX: #140191A	4	32.55	130.20	84.41	337.64	80.94	323.76	87.93	351.72
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		PGHP92291A		140191A		140191A		140191A	
	Yield (copies) per cartridge		10,000		No Bid		10,250		10,250	
4.7.15.	Toner: HP Deskjet 900/970: #C6578DN	3	14.00	42.00	27.52	82.56	26.40	79.20	27.19	81.57
	Manufacturer:		IMAGE WORKS		HP		HP		HP	
	Item #		GHPC6578DN		C6578DN		C6578DN		C6578DN	
	Yield (copies) per cartridge		970		No Bid		450		450	
4.7.16.	Toner: Lexmark Optra SC YELLOW: #1361754	3	36.95	110.85	56.99	170.97	54.75	164.25	59.13	177.39
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		GLEX1361754		1361754		1361754		1361754	
	Yield (copies) per cartridge		4,500		No Bid		3,500		3,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

			Educational Marketing		Boise		Corporate Express		IKON Office	
4.7.17.	Toner: Lexmark Optra SC Cyan: #1361753	2	36.25	72.50	56.99	113.98	54.75	109.50	58.13	116.26
	Manufacturer:		IMAGE WORKS		Lexmark				Lexmark	
	Item #		GLEX136175		1361753		1361753		1361753	
	Yield (copies) per cartridge		4,500		No Bid		3,500		3,500	
4.7.19.	Toner: IBM 4317 Micr Toner: #02-81017-001	2	98.75	197.50	270.59	541.18	228.00	456.00	No Bid	No Bid
	Manufacturer:		IMAGE WORKS		SUPPLIES NETWORK		TROY		No Bid	
	Item #		TR PGIBM63H2401MICR		281017001		02-81017-001		No Bid	
	Yield (copies) per cartridge		10,000		No Bid		10,000		No Bid	
4.7.20.	Toner: IBM Infoprint 1130-1140: #28P2010	2	113.50	227.00	302.41	604.82	289.94	579.88	303.67	607.34
	Manufacturer:		IMAGE WORKS		SUPPLIES NETWORK		IBM		IBM	
	Item #		PG2892010		28P2010		28P2010		28P2010	
	Yield (copies) per cartridge		30,000		No Bid		30,000		30,000	
4.7.21.	Toner: IBM Laser: #63H5721	2	No Bid	No Bid	144.83	289.66	107.00	214.00	147.11	294.22
	Manufacturer:		No Bid		AZERTY		DATAPRODUCTS		IBM	
	Item #		No Bid		63H5721		58500		63H5721	
	Yield (copies) per cartridge		No Bid		No Bid		15,000		15,000	
4.7.22.	Toner: Lexmark HP4000: #140127X	2	78.25	156.50	85.81	171.62	82.30	164.60	86.26	172.52
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		POLC4127X		140127X		140127X		140127X	
	Yield (copies) per cartridge		10,000		No Bid		10,000		10,000	
4.7.	Toner: Lexmark 98 Long Life: #140198X	2	No Bid	No Bid	74.09	148.18	71.90	143.80	74.89	149.78
	Manufacturer:		No Bid		Lexmark		Lexmark		Lexmark	
	Item #		No Bid		140198X		140198X		140198X	
	Yield (copies) per cartridge		No Bid		No Bid		8,800		8,800	
4.7.24.	Toner: Lexmark: #140195A	2	No Bid	No Bid	56.18	112.36	50.98	101.96	57.79	115.58
	Manufacturer:		No Bid		Lexmark		CANON		Lexmark	
	Item #		No Bid		140195A		1524A002		140195A	
	Yield (copies) per cartridge		No Bid		No Bid		4,000		4,000	
4.7.25.	Toner: Lexmark: #1382925	2	58.85	117.70	182.80	365.60	177.00	354.00	184.29	368.58
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		PGLEX1382925		1382925		1382925		1382925	
	Yield (copies) per cartridge		17,600		No Bid		17,600		17,600	
4.7.26.	Toner: HP Laserjet 4/5: #92298X	4	32.00	128.00	82.32	329.28	71.90	287.60	80.77	323.08
	Manufacturer:		IMAGE WORKS		HP		Lexmark		HP	
	Item #		PGHP92298X		92298X		140198X		92298X	
	Yield (copies) per cartridge		11,000		No Bid		8,800		8,800	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

			Educational Marketing		Boise		Corporate Express		IKON Office	
4.7.	Toner: Canon NPG-13A, Black,6035-F, 6230	10	No Bid	No Bid	25.96	259.60	23.36	233.600	24.35	243.50
	Manufacturer:		No Bid		Canon		CANON		CANON	
	Item #		No Bid		S51384A011AA		1384A003		13841011AA	
	Yield (copies) per cartridge		No Bid		No Bid		9,500		7,600	
4.7.28.	Toner: Lexmark T520, Black	5	108.76	543.80	313.98	1569.90	118.55	592.75	261.56	1307.80
	Manufacturer:		IMAGE WORKS		Lexmark		Lexmark		Lexmark	
	Item #		PGLEX12A6835		S112A6735		12A6830		12A6835	
	Yield (copies) per cartridge		20,000		No Bid		7,500		20,000	
4.7.29.	Toner: HP2200 Laser	50	No Bid	No Bid	82.32	4116.00	66.30	3315.00	80.66	4033.00
	Manufacturer:		No Bid		HP		Lexmark		HP	
	Item #		No Bid		S1C4096A		140196A		C4096A	
	Yield (copies) per cartridge		No Bid		No Bid		5,000		5,000	
4.7.30	Toner: Lexmark C750	3	No Bid	No Bid	179.95	539.85	91.80	275.40	186.78	560.34
	Manufacturer:		No Bid		Lexmark		Lexmark		Lexmark	
	Item #		No Bid		S110B032K		10B041K		10B032K	
	Yield (copies) per cartridge		No Bid		No Bid		6,000		15,000	
4.7.31.	Grand Total (4.7.1. through 4.7.30.)		8,656.93		34,393.69		25,613.07		33,124.91	
4.8			Did not bid all items							
	2nd year		No Bid		GDP Deflator		Only applicable id manufacturer's increase to Corporate Express then equal to.		5%	
	3rd year		No Bid		GDP Deflator				5%	
	4th year		No Bid		GDP Deflator				5%	
	5th year		No Bid		GDP Deflator				5%	
4.9.	Min discount from catalog list on toner cartridges introduced at inception of the contract, & all toner cartridges not specified		Discounts vary from item to item		This will be reviewed on an individual item basis.		No Bid		30%	
4.10.	ARO	5-7 days							2 Days	
4.11.	Vendor Return Policy		Within 30 days		Within 60 days		Yes		Yes	
4.12.	Vendor Recycle Program	Minimum order of \$100 for F.O.B. destination	No		No Bid		Yes		Yes	
4.13.	On-line ordering		No		Yes		Yes		Yes	
4.14.	Co-op		Yes		Yes		Yes		Yes	
4.15.	Cartridges on this response price are not refurbished or recycled toner cartridges		n. 1% - 10 days, net 30		No		Yes		Yes	
	Addendum		No		No		No		Yes	

No Bid

BID TABULATION

64-30SEP03 - Printer Toner Cartridges

			Applied Data		Kinko's #0110	
4.7.	Pricing	Yearly Quantity (each)	Unit price	Ext. Price	Unit price	Ext. Price
4.7.1.	Toner: Infoprint 40: #90H3566	32	230.70	7382.40	342.99	10975.68
	Manufacturer:		IBM		IBM	
	Item #		90H3566		90H3566	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.2.	Toner: HP27X Ultra Precise: # C4127X	17	100.36	1706.12	139.49	2371.33
	Manufacturer:		HP		HP	
	Item #		C4127X		HEW4127X	
	Yield (copies) per cartridge		No Bid		10,000	
4.7.3.	Toner: IBM NP 17/4317 BLK: #63H2401	15	163.73	2455.95	279.99	4199.85
	Manufacturer:		IBM		IBM	
	Item #		63H2401		IBM63H2401	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.4.	Toner: Lexmark Optra T612: #12A5845	2	246.17	492.34	483.99	967.98
	Manufacturer:		Lexmark		Lexmark	
	Item #		12A5845		12A5745	
	Yield (copies) per cartridge		No Bid		25,000	
4.7.5.	HP2100: #02-81038-001	3	177.20	531.60	159.99	479.97
	Manufacturer:		TROY MICR		GRC	
	Item #	TF	02-81038-001		GRBLZ109MICR	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.6.	Toner: HP2100X1: #4096A	4	78.86	315.44	114.50	458.00
	Manufacturer:		HP		HP	
	Item #		C4096A		HEWC4096A	
	Yield (copies) per cartridge		No Bid		5,000	
4.7.7.	Toner: Lex IBM 4019/4028: #1380520	20	209.09	4181.80	359.99	7199.80
	Manufacturer:		Lexmark		Lexmark	
	Item #		1380520		LEX1380520	
	Yield (copies) per cartridge		No Bid		9,500	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

		Applied Data		Kinko's #0110		
4.7.9.	Toner:Lex IBM 4039/3916: #1380950	5	216.30	1081.50	374.50	1872.50
	Manufacturer:		Lexmark		Lexmark	
	Item #		1380950		1380950	
	Yield (copies) per cartridge		No Bid		12,800	
4.7.9.	Toner: Lex Optra SC1275: #1361751	8	59.74	477.92	97.49	779.92
	Manufacturer:		Lexmark		LEXMARK	
	Item #		1361751		1361751	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.10.	Toner: Lex Optra SC1275: #1361752	6	54.59	327.54	91.00	546.00
	Manufacturer:		Lexmark		Lexmark	
	Item #		1361752		1361752	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.11.	Toner: HP 2100se Blk Laserjet	30	78.86	2365.80	119.49	3584.70
	Manufacturer:		HP		HP	
	Item #		C4096A		C4096A	
	Yield (copies) per cartridge		No Bid		5,000	
4.7.12.	Toner: Lex Optra R/4049: #1382150	9	225.57	2030.13	294.59	2651.31
	Manufacturer:		Lexmark		Lexmark	
	Item #		1382150		1382150	
	Yield (copies) per cartridge		No Bid		14,000	
4.7	Toner: HP Series II/III: #92295A	3	79.01	237.03	119.49	358.47
	Manufacturer:		HP		HP	
	Item #		92295A		92295A	
	Yield (copies) per cartridge		No Bid		4,000	
4.7.14.	Toner: Lex HP 3SI/4SI/4SIMX: #140191A	4	80.86	323.44	154.99	619.96
	Manufacturer:		Lexmark		Lexmark	
	Item #		140191A		140191X	
	Yield (copies) per cartridge		No Bid		13,325	
4.7.15.	Toner: HP Deskjet 900/970: #C6578DN	3	26.36	79.08	34.99	104.97
	Manufacturer:		HP		HP	
	Item #		C6578DN		C6578DN	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.16.	Toner: Lexmark Optra SC YELLOW: #1361754	3	54.59	163.77	91.00	273.00
	Manufacturer:		Lexmark		Lexmark	
	Item #		1361754		1361754	
	Yield (copies) per cartridge		No Bid		No Bid	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

		Applied Data		Kinko's #0110		
4.7.17.	Toner: Lexmark Optra SC Cyan: #1361753	2	54.59	109.18	91.00	182.00
	Manufacturer:		Lexmark		Lexmark	
	Item #		1361753		136153	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.19.	Toner: IBM 4317 Micr Toner: #02-81017-001	2	259.20	518.40	464.99	929.98
	Manufacturer:		TROY MICR		TROY	
	Item #	TR	02-81017-001		4317MICR	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.20.	Toner: IBM Infoprint 1130-1140: #28P2010	2	293.52	587.04	419.00	838.00
	Manufacturer:		IBM		IBM	
	Item #		28P2010		3*P2010	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.21.	Toner: IBM Laser: #63H5721	2	137.92	275.84	259.00	518.00
	Manufacturer:		IBM		IBM	
	Item #		63H5721		63H5721	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.22.	Toner: Lexmark HP4000: #140127X	2	82.19	164.38	137.49	274.98
	Manufacturer:		Lexmark		HP	
	Item #		14012X		C140127X	
	Yield (copies) per cartridge		No Bid		10,000	
4.7.23.	Toner: Lexmark 98 Long Life: #140198X	2	70.97	141.94	101.06	202.12
	Manufacturer:		Lexmark		Lexmark	
	Item #		140198X		140198X	
	Yield (copies) per cartridge		No bid		8,800	
4.7.24.	Toner: Lexmark: #140195A	2	53.82	107.64	152.49	304.98
	Manufacturer:		Lexmark		Lexmark	
	Item #		140195A		140195X	
	Yield (copies) per cartridge		No Bid		6,000	
4.7.25.	Toner: Lexmark: #1382925	2	175.10	350.20	235.49	470.98
	Manufacturer:		Lexmark		Lexmark	
	Item #		1382925		1382925	
	Yield (copies) per cartridge		No Bid		17,600	
4.7.26.	Toner: HP Laserjet 4/5: #92298X	4	78.86	315.44	119.99	479.96
	Manufacturer:		HP		HP	
	Item #		92298X		92298X	
	Yield (copies) per cartridge		No bid		8,800	

BID TABULATION

30SEP03 - Printer Toner Cartridges Te

			Applied Data		Kinko's #0110	
4.7..	Toner: Canon NPG-13A, Black,6035-F, 6230	10	33.91	339.10	39.50	395.00
	Manufacturer:		CANON		CANON	
	Item #		NPG-13A		NPG-13A	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.28.	Toner: Lexmark T520, Black	5	118.45	592.25	535.09	2675.45
	Manufacturer:		Lexmark		Lexmark	
	Item #		12A6830		12A6735	
	Yield (copies) per cartridge		No Bid		20,000	
4.7.29.	Toner: HP2200 Laser	50	78.86	3943.00	109.49	5474.50
	Manufacturer:		HP		HP	
	Item #		C4096A		C4096A	
	Yield (copies) per cartridge		No Bid		5,000	
4.7.30	Toner: Lexmark C750	3	139.77	419.31	629.00	1887.00
	Manufacturer:		Lexmark		Lexmark	
	Item #		10B042K		1013032C	
	Yield (copies) per cartridge		No Bid		No Bid	
4.7.31.	Grand Total (4.7.1. through 4.7.30.)		32,015.58		52,076.39	
4.8						
	2nd year		5%		10%	
	3rd year		5%		15%	
	4th year		5%		20%	
	5th year		5%		25%	
4.9.	Min discount from catalog list toner cartridges introduced inception of the contract, & all toner cartridges not specified		15%		10%	
4.10.	ARO		10 Days		2-4 Days	
4.11.	Vendor Return Policy		Yes		Yes	
4.12.	Vendor Recycle Program		Yes		Yes	
4.13.	On-line ordering		Yes		Yes	
4.14.	Co-op		Yes		Yes	
4.15.	Cartridges on this response package not refurbished or recycled toner cartridges		Yes		Yes	
	Addendum		No		No	
	No Bid					

**PURCHASE AGREEMENT
FOR
TONER CARTRIDGE TERM AND SUPPLY**

511-2003

THIS AGREEMENT dated the 6 day of November, 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Office Source**, 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 **Toner Cartridge Term and Supply**, County of Boone Request for Bid, bid number **64-30SEP03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions and Addendum Number One, as well as the Contractor's bid response dated September 8, 2003 and executed by Marc Ashby 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 bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - This Term and Supply Contract will have an initial term from date of award through October 31, 2004. After the initial term, this contract shall automatically renew each year for up to four (4) one-year renewal terms, unless canceled by the County upon written notice prior to the beginning of a renewal term.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Toner Cartridges as identified and responded to in the Contractor's Response Form. Items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within two (2) days after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Department placing the order, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; 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.

CERTIFIED COPY OF ORDER

512 -2003

STATE OF MISSOURI }
County of Boone } ea.

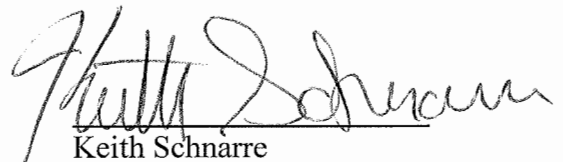
November Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of November 20 03

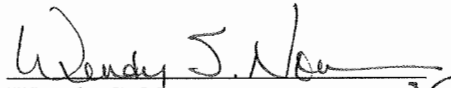
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Water Line Relocation Cost Allocation Agreement with Public Water Supply District #1. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 6th day of November, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

WATER LINE RELOCATION COST ALLOCATION AGREEMENT 512-2003

THIS AGREEMENT (“this Agreement”), dated the 6 day of November, 2003, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 1** 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 Liberty Lane Reconstruction Project #9699 (“the Project”), which such Plans and Specifications are described as follows: Reconstructing a portion of Liberty Lane in Boone County from Palis Nichols Road to State Route M, 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 a 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: Plans prepared by Bartlett & West Engineers, Inc. and provided to County on August 5, 2003. The county is responsible for all costs associated with Preliminary Engineering, which is \$1,500.00 for this project.

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 Design - Eighteen Thousand Dollars (\$ 18,000.00) and Construction Staking – Three Thousand Dollars (\$ 3,000.00) for such costs. The County's Responsibility is 9.3% = Design = \$1,674.00 and Construction Staking = \$279 and the Water District's Responsibility is 90.7% = Design = \$16,326.00 and Construction Staking = \$2,721.00, See Exhibit A.
- 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 _____ Dollars (\$ _____).

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 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.
- 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: See Exhibit A

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 of 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 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 Eleven Thousand Dollars (\$ 11,000.00), County's Responsibility is 9.3% = \$1,023.00 see Exhibit A, 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: Water District will acquire all easements with the exception of the Sapp Property. Water District shall be reimbursed for easement acquisition in the Lump Sum Amount of \$3,000.00. The County responsibility is 9.3% = \$279.00 see Exhibit A.

The Water District will provide a legal description in accordance with Section 6.5 of the Cooperative Agreement to the County. The County shall acquire the easement on this said tract of land in accordance with Section 6.5 of the Cooperative agreement.

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.**

A. If Work is to be Performed by a Contractor. If Paragraph 6 of this Agreement indicates that District intends to let bid requests for Water Line Relocation to contractors, then, 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 open, 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 Ninety (90) days.

B. If Work is to be Performed by District's Own Forces. If Paragraph 6 of this Contract indicates that District is going to perform the Relocation Work with its own forces, then, upon receipt from the County of a written request that District proceed with the Water Line Relocation Work, District shall so proceed with the work, as soon as is reasonably practicable, and shall complete such work within approximately _____ (_____) days of the date of the County's request that the District proceed with the Water Line Relocation Work.

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 One Hundred Eighty (180) days,

following the execution of this Agreement. Any agreement by District to accept payment of any lump sums, pursuant to Paragraph 8 or Paragraph 9 or this Agreement, and to accept any other dollar amounts agreed to in such Paragraphs 8 and 9 of this Agreement, shall be in effect only for a period of One Hundred Eighty Days (180 Days) following the date of 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 15, 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 this Paragraph 15, then the agreements of District to any lump sum amounts, or to any specific dollars 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.

Consolidated Public Water Supply
District No. 1 of Boone County, Missouri

By: Jane Sapp
Chairman, Board of Directors

Attest: Bill Robinson
Clerk

Approved as to sufficient unencumbered
appropriations: 2045-71100

Jane C. Pitchford 10/13/03
County Auditor Date

David M. [Signature] 10/29/03
Public Works Director, Date

Boone County, Missouri

By: [Signature]
Presiding Commissioner

Attest: Wendy J. [Signature]
County Clerk

Approved as to form:

[Signature] 10/29/03
County Attorney Date

Exhibit A
Liberty Lane Water Line Relocation
Responsibility of Cost Summary

Easement Summary - Liberty Lane Water Line Relocation

	Name	Length
1	Betty Cassiman (Sta. 17+00)	20
2	McDow (Sta. 40+50 to 41+25)	75
3	Liberty Baptist Church (Sta. 51+25 to 56+53)	528
	Total Length of main line with easements	623
	Total Length of main line	6,720
	Percentage of main line with easements	9.3%

Responsibility of Cost Summary - Liberty Lane Water Line Relocation

Boone County Public Works % of Responsibility 9.30000%
 Replacement in Kind

	Total	County Responsibility 9.3 %	Water District Responsibility 90.7 %
Replacement in Kind Construction Cost	\$ 158,000.00	\$ 14,694.00	\$ 143,306.00
Preliminary Engineering Fee	\$ 1,500.00	\$ 139.50	\$ 1,360.50
Engineering Fee Design	\$ 18,000.00	\$ 1,674.00	\$ 16,326.00
Construction Staking	\$ 3,000.00	\$ 279.00	\$ 2,721.00
Inspection	\$ 11,000.00	\$ 1,023.00	\$ 9,977.00
Easements	\$ 3,000.00	\$ 279.00	\$ 2,721.00
Legal	\$ 1,000.00	\$ 93.00	\$ 907.00
Totals	\$ 195,500.00	\$ 18,181.50	\$ 177,318.50

Upgrade Cost \$ 236,000.00
 County Contribution from Replacement in Kind \$ 18,181.50

Opinion of Probable Construction Cost

Upgrade Cost Summary CPWSD No. 1 of Boone County

Liberty Lane Water Line Relocation					
Item	Description	Estimated Quantity	Unit	Unit Price	Extension
1	8" CL 200 PVC Water Line	4,700	LF	\$ 13.00	\$ 61,100.00
2	6" CL 200 PVC Water Line	1,700	LF	\$ 12.00	\$ 20,400.00
3	4" CL 200 PVC Water Line	15	LF	\$ 15.00	\$ 225.00
4	8" Gate Valve & Box Complete	6	EA	\$ 800.00	\$ 4,800.00
5	6" Gate Valve & Box Complete	1	EA	\$ 600.00	\$ 600.00
6	Tie to Existing 6" Water Line	4	EA	\$ 1,500.00	\$ 6,000.00
7	Tie to Existing 4" Water Line	3	EA	\$ 1,500.00	\$ 4,500.00
8	Tie to Existing 2" Water Line	1	EA	\$ 500.00	\$ 500.00
9	8" Nipple - Ductile Iron Anchor Coupling	10	EA	\$ 250.00	\$ 2,500.00
10	6" Nipple - Ductile Iron Anchor Coupling	5	EA	\$ 225.00	\$ 1,125.00
11	4" Nipple - Ductile Iron Anchor Coupling	3	EA	\$ 190.00	\$ 570.00
12	Ductile Iron Fittings	1,500	LBS	\$ 3.00	\$ 4,500.00
13	Fire Hydrant Complete	4	EA	\$ 2,000.00	\$ 8,000.00
14	Concrete Thrust Blocking	25	CY	\$ 150.00	\$ 3,750.00
15	14" Steel Encasement Bore with 8" Class 200 Restrained Joint PVC	95	LF	\$ 150.00	\$ 14,250.00
16	12" Steel Encasement Bore with 6" Class 200 Restrained Joint PVC	55	LF	\$ 140.00	\$ 7,700.00
17	14" Steel Encasement Open Cut with 8" Class 200 Restrained Joint PVC	40	LF	\$ 80.00	\$ 3,200.00
18	8" CL 200 Restrained Joint PVC.	80	LF	\$ 20.00	\$ 1,600.00
19	6" CL 200 Restrained Joint PVC.	50	LF	\$ 18.00	\$ 900.00
20	Service Line 1" PE 3408 with 2" PVC Sleeve	400	LF	\$ 12.00	\$ 4,800.00
21	Service Line 3/4" PE 3408	50	LF	\$ 8.00	\$ 400.00
22	Relocate Meter Complete - Connect 3/4" Service Line to New 6" Water Line and connect to existing house service line.	3	EA	\$ 800.00	\$ 2,400.00
23	Connect Existing Meter Service to New Water Line	5	EA	\$ 500.00	\$ 2,500.00
24	1" Clean Rock Backfill (Road and Driveways)	400	Ton	\$ 15.00	\$ 6,000.00
25	Turf Repair - Seed, Mulch & Fertilize - Fescue Grass Mix	6,225	LF	\$ 1.50	\$ 9,337.50
26	Line Cleaning (Pigging)	6,735	LF	\$ 1.00	\$ 6,735.00
27	Locator Wire	6,800	LF	\$ 0.30	\$ 2,040.00
Total Opinion of Probable Construction Cost					\$ 180,432.50
Contingencies					\$ 18,067.50
Total Opinion of Probable Construction Cost					\$ 198,500.00
Engineering Fee Preliminary Evaluation per Cooperative Agreement					\$ 1,500.00
Engineering Fee Design(See Attached)					\$ 18,000.00
Construction Staking					\$ 3,000.00
Inspection					\$ 11,000.00
Easements					\$ 3,000.00
Legal					\$ 1,000.00
Total Opinion of Probable Project Cost					\$ 236,000.00

Opinion of Probable Construction Cost

Replacement in Kind Cost ~~CPWSD~~ No. 1 of Boone County

Liberty Lane Water Line Relocation					
Item	Description	Estimated Quantity	Unit	Unit Price	Extension
1	4" CL 200 PVC Water Line	6,400	LF	\$ 10.00	\$ 64,000.00
2	4" Gate Valve & Box Complete	7	EA	\$ 400.00	\$ 2,800.00
3	Tie to Existing 6" Water Line	4	EA	\$ 1,500.00	\$ 6,000.00
4	Tie to Existing 4" Water Line	3	EA	\$ 1,500.00	\$ 4,500.00
5	Tie to Existing 2" Water Line	1	EA	\$ 500.00	\$ 500.00
6	4" Nipple - Ductile Iron Anchor Coupling	18	EA	\$ 100.00	\$ 1,800.00
7	Ductile Iron Fittings	750	LBS	\$ 3.00	\$ 2,250.00
8	Concrete Thrust Blocking	12	CY	\$ 150.00	\$ 1,800.00
9	10" Steel Encasement Bore with 4" Class 200 Restrained Joint PVC	150	LF	\$ 135.00	\$ 20,250.00
10	10" Steel Encasement Open Cut with 4" Class 200 Restrained Joint PVC	40	LF	\$ 75.00	\$ 3,000.00
11	4" CL 200 Restrained Joint PVC.	130	LF	\$ 17.00	\$ 2,210.00
12	Service Line 1" PE 3408 with 2" PVC Sleeve	400	LF	\$ 12.00	\$ 4,800.00
13	Service Line 3/4" PE 3408	50	LF	\$ 8.00	\$ 400.00
14	Relocate Meter Complete - Connect 3/4" Service Line to New 6" Water Line and connect to existing house service line.	3	EA	\$ 800.00	\$ 2,400.00
15	Connect Existing Meter Service to New Water Line	5	EA	\$ 500.00	\$ 2,500.00
16	1" Clean Rock Backfill (Road and Driveways)	400	Ton	\$ 15.00	\$ 6,000.00
17	Turf Repair - Seed, Mulch & Fertilize - Fescue Grass Mix	6,225	LF	\$ 1.50	\$ 9,337.50
18	Line Cleaning (Pigging)	6,720	LF	\$ 1.00	\$ 6,720.00
19	Locator Wire	6,800	LF	\$ 0.30	\$ 2,040.00
Sub Total					\$ 143,307.50
Contingencies					\$ 14,692.50
Total Opinion of Probable Construction Cost					\$ 158,000.00
Engineering Fee Preliminary Evaluation per Cooperative Agreement					\$ 1,500.00
Engineering Fee Design(See Attached)					\$ 18,000.00
Construction Staking					\$ 3,000.00
Inspection					\$ 11,000.00
Easements					\$ 3,000.00
Legal					\$ 1,000.00
Total Opinion of Probable Project Cost					\$ 195,500.00

CERTIFIED COPY OF ORDER

513 -2003

STATE OF MISSOURI }
County of Boone } ea.

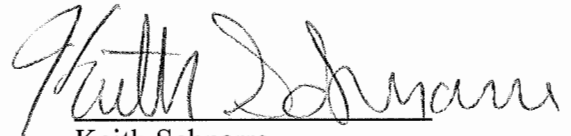
November Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of November 20 03

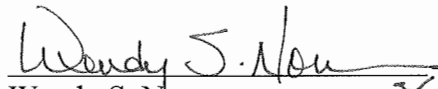
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept Lakeview Subdivision and Lakeview Commercial Subdivision Plats. It is further ordered the presiding commissioner be hereby authorized to sign said plats and the Guaranty and Collateral Pledge for bonding of sewer improvements (\$13,320.00) and authorize the treasurer to accept the bond.


Done this 6th day of November, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

GUARANTY AND COLLATERAL PLEDGE

This agreement is made on the 4TH day of NOVEMBER, 2003, by and between

GODAS DEVELOPMENT, INC (herein Principal), and

THE CALLAWAY BANK (herein Surety), and
the County of Boone (herein County).

WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of \$13,320 Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for LAKEVIEW SUBDIVISION AND LAKEVIEW COMMERCIAL SUBDIVISION, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surety bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the parties agree as follows:

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of \$13,320 in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within 90 days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

PRINCIPAL:

GODAS DEVELOPMENT, INC

By: *George Godas*
signature

GEORGE GODAS
print name

Title: PRESIDENT

COUNTY OF BOONE, MISSOURI

By: *Keith Schwarz*
signature

KEITH SCHWARZ
print name

Title: PRESIDING COMMISSIDNER

SURETY:

THE CALLAWAY BANK

By: *John Kohl*
signature

JOHN KOHL
print name

Title: V.P.

ATTEST:

By: *Wendy S. Noren*
signature

WENDY S. NOREN
print name

County Clerk

UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND
BOONE COUNTY, MISSOURI

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Principal and Surety are held and firmly bound unto the County of Boone, State of Missouri (herein "County") in the sum of _____
THIRTEEN THOUSAND THREE HUNDRED TWENTY Dollars (\$ 13,320),

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

LAKEVIEW SUBDIVISION AND LAKEVIEW COMMERCIAL SUBDIVISION,
BOTH LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF
SECTION 3, TOWNSHIP 48 NORTH, RANGE 13 WEST, IN BOONE COUNTY
MISSOURI.

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

THE SEWER IMPROVEMENTS CONSTRUCTED IN COMPLIANCE WITH
THE MOST CURRENT SET OF SEWER INFRASTRUCTURE PLANS FOR THIS
DEVELOPMENT APPROVED BY THE BOONE COUNTY REGIONAL SEWER DISTRICT.

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the ____ day of _____, 20____, then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by re-platting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this

4TH day of NOVEMBER 20 03.

Principal (s)

Surety

Individual

THE CALLAWAY BANK, John Roll, JP
(Surety Name)
JOHN ROLL

(Partnership)

(Signature) Partner

(Attorney-in-Fact)

(Signature) Partner

(Address of Attorney-in-Fact)

(Signature) Partner

(Phone # of Attorney-in-Fact)

(Corporation/Limited Partnership)

GODAS DEVELOPMENT, INC
(Firm Name)

(Attorney-in-Fact)

(Signature) Officer/General Partner

GEORGE GODAS

PRESIDENT
(Title)

**** Attach Power of Attorney**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


November Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of November 20 03


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

Now on this day the County Commission of the County of Boone does hereby approve the attached recommendation from the Health Trust Committee for the 2004 Health Benefit Plan.

Done this 6th day of November, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TO: Boone County Commission

**FROM: Kay R. Murray
Boone County Treasurer and Health Trust Committee Chair**

RE: 2004 Health Benefit Plan

At its October 31 meeting, the Health Trust Committee voted in favor of the following changes to the health benefit plan to be effective January 1, 2004:

- **Increase office visit co-pay to \$30 and limit to 4 visits annually employee and covered dependents combined. Office visits after the first four will be covered at 80% in-network or 50% out-of-network once the deductible is met.**
- **Request that the County Commission increase the funding of the health trust by 18% in 2004 (from \$3,410/employee to \$4,025/employee annually).**
- **Increase the out-of-network deductible to \$1,000/person and \$2,000/family. (The in-network deductible will remain \$500/person and \$1,000/family.)**
- **Increase the retail pharmacy co-payment for a 30-day prescription to \$10 (generic), \$20 (preferred brand-name) and \$40 (other brand-name) and the mail-order co-pays for a 90-day prescription to \$20 (generic), \$40 (preferred brand name) and \$50 (other brand name).**
- **Increase the dependent premiums by \$35/dependent/month.**

It is anticipated that these changes to the health benefit plan will result in an increase in revenues and a decrease in expenditures.

Change	Increase Revenues	Decrease Expenditures
Increase office visit co-pay to \$30 and limit to 4 combined visits		-\$79,258
Increase county funding by 18%	+\$170,000	
Increase out-of-network deductible		-\$39,090
Increase prescription co-payments		-\$86,000
Increase dependent premiums	+\$160,000	
Net Changes	+\$534,348	
	+\$330,000 Revenues	-\$204,348 Expenditures

CERTIFIED COPY OF ORDER

515 -2003

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 2003

In the County Commission of said county, on the

6th

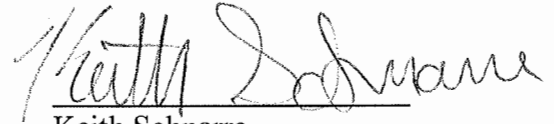
day of November

20 03

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

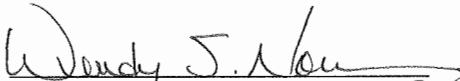
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, November 13, 2003 immediately following the regularly scheduled Commission Meeting at 1:30 p.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(9) RSMO for preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

Done this 6th day of November 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner