

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 27-19JUN13 – Duplicating Services Term & Supply to Brake Printing. The terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 23rd day of July, 2013.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Purchasing Committee

FROM: Amy Robbins
Senior Buyer

DATE: June 24, 2013

RE: Bid Award Recommendation – 27-19JUN13 – Duplicating Services Term & Supply

Attached is the bid tabulation for the **two** responses received for the above referenced bid. Please review the recommendation below and let me know if you have any questions or concerns.

2 bid responses were received for this bid, one from Brake Printing and the other from Office Depot. Brake Printing holds the current contract for Duplicating Services which expires June 30, 2013. They submitted pricing identical to our current prices.

The pricing submitted by Office Depot are those already available to us through The Cooperative Purchasing Network (“TCPN”) contract #R5023 which has been in place at the County since March, 2011. This contract was put in place as an alternative Office Supplies contract, however it also includes their Custom Printing Services. Although Office Depot’s price list doesn’t include all of the categories requested in our bid, their bid offers competitively priced options for many of the categories.

The Purchasing Department Recommends Award to Brake Printing for submitting the only bid for all items requested.

The department also recommends Office Depot’s Custom Printing Services (available via Boone County Contract #R5023) as an optional vendor for printing services.

Administrative Authority Signature:

Amy Robbins

Date: 6-24-13

**27-19JUN13 - DUPLICATING SERVICES TERM AND
SUPPLY**

BID TABULATION		Brake Printing		
4.7.	Pricing	1-100 copies (each)	101-1000 copies (each)	1001-5000 copies (each)
DESCRIPTION				
4.7.1. Sheet Size 8.5" x 11" 20lb				
4.7.1.1.	Black & White Simplex	\$0.03	\$0.03	\$0.03
4.7.1.2.	Black & White Duplex	\$0.06	\$0.06	\$0.06
4.7.1.3.	Color Simplex	\$0.27	\$0.25	\$0.20
4.7.1.4.	Color Duplex	\$0.54	\$0.50	\$0.40
4.7.2. Sheet Size 8.5" x 11" 24lb				
4.7.2.1.	Black & White Simplex	\$0.05	\$0.05	\$0.05
4.7.2.2.	Black & White Duplex	\$0.10	\$0.10	\$0.10
4.7.2.3.	Color Simplex	\$0.30	\$0.28	\$0.23
4.7.2.4.	Color Duplex	\$0.60	\$0.56	\$0.46
4.7.3. Sheet Size 8.5" x 11" 60lb				
4.7.3.1.	Black & White Simplex	\$0.035	\$0.035	\$0.035
4.7.3.2.	Black & White Duplex	\$0.07	\$0.07	\$0.07
4.7.3.3.	Color Simplex	\$0.27	\$0.25	\$0.20
4.7.3.4.	Color Duplex	\$0.50	\$0.50	\$0.40
4.7.4. Sheet Size 8.5" x 14" 20lb				
4.7.4.1.	Black & White Simplex	\$0.035	\$0.035	\$0.035
4.7.4.2.	Black & White Duplex	\$0.07	\$0.07	\$0.07
4.7.4.3.	Color Simplex	\$0.35	\$0.30	\$0.25
4.7.4.4.	Color Duplex	left blank	left blank	left blank
4.7.5. Sheet Size 11" x 17" 20lb				
4.7.5.1.	Black & White Simplex	\$0.06	\$0.06	\$0.06
4.7.5.2.	Black & White Duplex	\$0.12	\$0.12	\$0.12
4.7.5.3.	Color Simplex	\$0.40	\$0.35	\$0.30
4.7.5.4.	Color Duplex	\$0.80	\$0.70	\$0.60

**27-19JUN13 - DUPLICATING SERVICES TERM AND
SUPPLY**

BID TABULATION		Brake Printing		
4.7.	Pricing	1-100 copies (each)	101-1000 copies (each)	1001-5000 copies (each)
	<u>Additional Options</u>	Additional Price Per copy (to be added to base price)		
4.7.6.	Colored Paper			
4.7.6.1	Pastel	\$0.01	\$0.01	\$0.01
4.7.6.2	Astrobright	\$0.02	\$0.02	\$0.02
4.7.7.	Cardstock			
4.7.7.1	Cardstock 65 lb	\$0.02	\$0.02	\$0.02
4.7.7.2	Colored Cardstock 65 lb	\$0.03	\$0.03	\$0.03
4.7.7.3	Cardstock 80 lb	\$0.04	\$0.04	\$0.04
4.7.7.4	Colored Cardstock 80 lb	\$0.05	\$0.05	\$0.05
4.7.8.	Folding			
4.7.8.1	Half fold	\$0.01	\$0.01	\$0.01
4.7.8.2	Trifold	\$0.01	\$0.01	\$0.01
4.7.9.	Stapling	\$0.00	\$0.00	\$0.00
4.7.10.	Collate	\$0.00	\$0.00	\$0.00
4.7.11.	3-Hole Punch	\$0.005	\$0.005	\$0.005
4.7.12.	Padded			
4.7.12.1.	Pad of 50 sheets	\$0.25	\$0.25	\$0.25
4.7.12.2.	Pad of 100 sheets	\$0.25	\$0.25	\$0.25
4.7.13.	Binding (coil, wire or comb)			
4.7.13.1.	Up to 1" binding	\$1.95	\$1.00	\$0.75
4.7.13.2.	1" to 2" binding	\$2.45	\$1.50	\$1.25
4.7.14.	Miscellaneous Copy Service discount from price list for any service not detailed within.	0.00%		
4.7.15.	Emergency/Rush Services – Additional percent charge per item. Include attachment as necessary.	0.00%		
MISCELLANEOUS PRINTING				
4.7.16.	Business Cards	250	500	White linen with black ink
4.7.16.1.	Business Cards (box of 250)	\$65.50		
4.7.16.2.	Business Cards (box of 500)		\$72.50	
4.7.17.	Envelopes	1000	2500	5000
4.7.17.1.	#10 Regular Envelopes	\$95.00	\$135.00	\$195.00
4.7.17.2.	#10 Window Envelopes	\$98.50	\$145.00	\$215.00

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SUPPLY**

BID TABULATION		Brake Printing		
4.7.	Pricing	1-100 copies (each)	101-1000 copies (each)	1001-5000 copies (each)
4.8.	Maximum Percentage Increase for			
	2rd Year		5%	
	3rd Year		5%	
	4th Year		5%	
	5th Year		5%	
4.9.	Hours of Operation	8AM-5:30PM M-F		
4.9.1.	Open 24 hours?	No		
4.10.	Delivery ARO	2-4 business days depending on size of project		
4.11.	COOP	Y		

No Bid

KEY CONTACTS

Account Manager

Office Depot, Business Solution Division

Phone:

Email:

Solutions Development Manager - Print

Office Depot, Business Solution Division

Phone:

Email:

Print Sales Consultant

Office Depot, Business Solution Division

Phone:

Email:

Local Store

Office Depot, Inc

Phone:

Email:

Copy & Print Pricing



The Cooperative Purchasing Network

**Office
DEPOT®**

**COPY & PRINT
DEPOT**

Updated: 6/01/11

Copy Service Rates	
BW Full Serve - Number of Impressions	Price
BW SS Letter	\$0.020
BW SS Legal	\$0.020
BW SS Ledger	\$0.040
BW DS Letter	\$0.040
BW DS Legal	\$0.040
BW DS Ledger	\$0.080
NOTES: All Pricing is for Collated and Uncollated.	
Color Full Serve - Number of Impressions	Price
Color SS Letter	\$0.190
Color SS Legal	\$0.190
Color SS Ledger	\$0.380
Color DS Letter	\$0.380
Color DS Legal	\$0.380
Color DS Ledger	\$0.760
NOTES: All Pricing is for Collated and Uncollated.	
Paper Upgrades	
20 LB PASTEL - Letter	Price
Blue	\$0.010
Buff	\$0.010
Goldenrod	\$0.010
Gray	\$0.010
Green	\$0.010
Ivory	\$0.010
Lilac	\$0.010
Pink	\$0.010
Salmon	\$0.010
Yellow	\$0.010
20 LB PASTEL - Legal	Price
Blue	\$0.010
Buff	\$0.010
Gray	\$0.010
Green	\$0.010
Ivory	\$0.010
Lilac	\$0.010
Pink	\$0.010
Salmon	\$0.010
Yellow	\$0.010
20 LB PASTEL - Ledger	Price
Pink	\$0.020
Light Blue	\$0.020
Ivory	\$0.020
Yellow	\$0.020
Goldenrod	\$0.020
Green	\$0.020
3 Hole Paper - Letter	Price
White	\$0.001

CHOOSE PRINT OPTIONS

To adjust amount ordered, enter the new quantity

Click to configure your document

Click Change Final Size to change the document size

Click Add tabs to add tabs

Click View Price Summary to review itemized pricing

Choose your Printing & Binding options

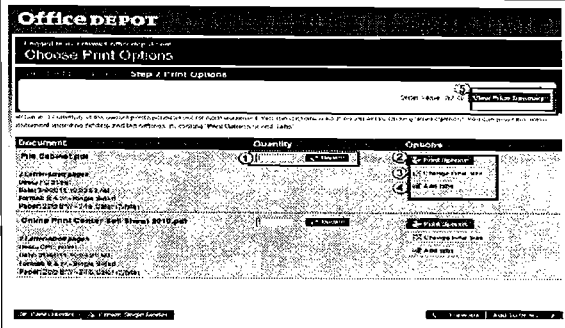
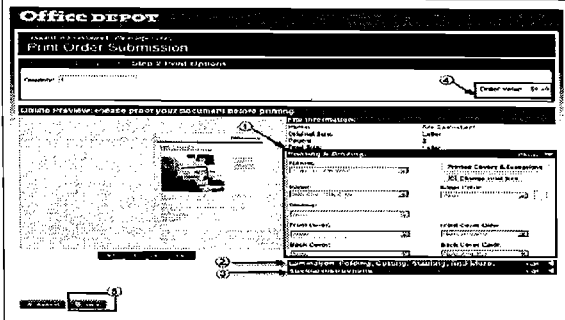
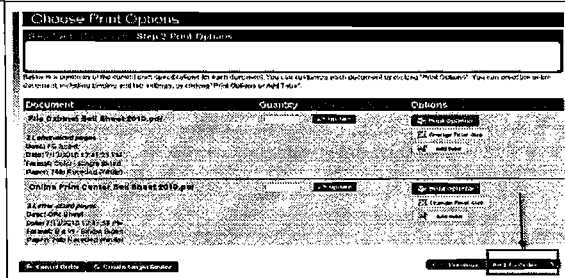
Choose additional advance finishing options such as laminating, cutting, stapling and more ...

Enter Special Instructions such as store pick-up requests

Monitor your order value

Click

Click

Paper Updates	
65 LB BRIGHT - Letter	Price
Cosmic Orange	\$0.042
Gamma Green	\$0.042
Re-entry Red	\$0.042
Lunar Blue	\$0.042
Solar Yellow	\$0.042
67 LB VELLUM - Letter	Price
White	\$0.036
Blue	\$0.036
Canary	\$0.036
Green	\$0.036
Ivory	\$0.036
Grey	\$0.036
Goldenrod	\$0.036
Other	\$0.036
GLOSS - Letter	Price
80lb Gloss Cover	\$0.120
80lb Gloss Text	\$0.030
100lb Gloss Cover	\$0.150
100lb Gloss Text	\$0.030
8 PT Glossy	\$0.087
GLOSS - Ledger	Price
80lb Gloss Cover	\$0.240
80lb Gloss Text	\$0.060
100lb Gloss Cover	\$0.270
100lb Gloss Text	\$0.060
110 LB INDEX - Letter	Price
Blue	\$0.036
Canary	\$0.036
Green	\$0.036
White	\$0.036
Ivory	\$0.036
RESUME - Letter	Price
100% Cotton - Ivory	\$0.060
100% Cotton - White	\$0.060
25% Cotton - White	\$0.039
25% Cotton/Linen - Ivory	\$0.036
TRANSPARENCIES - Letter	Price
B&W - Clear	\$0.300
Color - Clear	\$0.894
CERTIFICATE/AWARD - Letter	Price
Silver	\$0.380
Gold	\$0.380
INDIVIDUAL SHEETS	Price
Color	\$0.014
Cardstock	\$0.048
SINGLE-STEP-TRANSFER PAPER	Price
Letter	\$1.730
Ledger	\$2.334

PREVIEW DOCUMENTS

Click to preview your document(s)

Preview document(s)

Click **End and return**

Click **Continue**

Paper Upgrades	
SPECIALTY PAPER - Letter	Price
Greening Cards	\$0.240
Dura Paper	\$0.594
T-fold Brochure	\$0.234
Presentation Folders	\$2.094
Documagnet	\$0.894
Polyester Paper - Letter	\$0.594
Polyester Paper - tabloid	\$1.194
Premium Paper	\$0.021
24 LB BRIGHTS / PASTELS - Letter	Price
Cosmic Orange	\$0.010
Fireball Fuchsia	\$0.010
Gamma Green	\$0.010
Lift-off Lemon	\$0.010
Lunar Blue	\$0.010
Purple Purple	\$0.010
Pulsar Pink	\$0.010
Re-entry Red	\$0.010
Rocket Red	\$0.010
Solar Yellow	\$0.010
Terra Green	\$0.010
Venus Violet	\$0.010
Bright Paper Upgrade	\$0.010
90 LB BRIGHT - Letter	Price
White	\$0.030
Blue	\$0.030
Buff	\$0.030
Cherry	\$0.030
Green	\$0.030
Salmon	\$0.030
Yellow	\$0.030
Ledger 10# Army Color	\$0.100
NCR & TAB SETS	
Description	Price
2 Part NCR - Letter - White/Canary	\$0.100
2 Part NCR - Legal - White/Canary	\$0.120
3 Part NCR - Letter - White/Canary/Pink	\$0.150
3 Part NCR - Legal - White/Canary/Pink	\$0.170
4 Part NCR - Letter - White/Canary/Pink/Goldenrod	\$0.250
4 Part NCR - Legal - White/Canary/Pink/Goldenrod	\$0.270
Double sided NCR - Add .02 per impression	\$0.360
Tab Sets Bank of 5 - White	\$0.474
Tab Sets Bank of 5 - Ivory	\$0.474
Tab Sets Bank of 5 - Blue	\$0.474
Tab Sets Bank of 5 - Gray	\$0.474
Tab Sets Bank of 5 - Gray - 3 hole	\$0.474
Tab Sets Bank of 5 - Ivory - 3 hole	\$0.474
Tab Sets Bank of 5 - Blue - 3 hole	\$0.474
Tab Sets Bank of 5 - Gray - 3 hole	\$0.474

DOCUMENT CONVERSION

This process prepares documents for printing by converting the contents into a standard Portable Document Format (PDF) for online customization. This feature ensures that a valid PDF will render exactly the same regardless of its origin or destination.

Click Upload and Continue

Click Open

NOTE: This step opens a new window to locate and select files saved in your computer or network to be uploaded to the Office Depot's Online Print Center system.

NOTE: Document (s) uploaded will be listed under filename. If your total page count for this job exceeds 99,999 you will need to create multiple orders.

Enter a Description for document(s) uploaded

Office DEPOT

Click the "Browse" option to upload to the system.

Office DEPOT

COMMISSION SLIDES

DOCUMENT CONVERSION

Finishing Services

Price	DESCRIPTION
\$0.490	Letter - 5 Mil
\$0.790	Legal - 5 Mil
\$0.990	Ledger - 5 Mil
\$1.190	Letter - 10 Mil
\$1.290	Legal - 10 Mil
\$1.990	Ledger - 10 Mil
\$0.750	Temporary Business Cards
\$1.494	Luggage Tags 10 Mil
\$0.294	Alligator Badge Clips
\$0.894	ID Badges
Price	DESCRIPTION
\$0.450	Shrink Wrapping
Price	DESCRIPTION
\$0.030	Hand Stapling
\$0.110	Stapling Booklet
\$0.010	Stapling Upper Left
\$0.010	Stapling Upper Right
\$0.020	Stapling Double Staple - Left
Price	DESCRIPTION
\$0.010	Per Sheet
\$0.030	Hand Folding
Notes: Hand Folding is charged per fold per sheet.	
Price	DESCRIPTION
\$1.500	3 hole
\$1.750	5 hole
\$3.000	Custom
Notes: Drilling charge is per 1000 sheets	
Price	DESCRIPTION
\$0.250	Padding - Each
Price	DESCRIPTION
\$0.450	Cutting
\$0.800	Cut in 1/3 - 3 Pieces
\$1.500	Full Bleed Cutting
\$0.050	Hand Cut (per cut per sheet)
Notes: Cutting charges are for stacks of up to 250 sheets of paper or 200 sheets of cardstock	
Price	DESCRIPTION
\$1.494	1/2" Binder - White
\$1.494	1/2" Binder - Black
\$1.794	1" Binder - White
\$1.794	1" Binder - Black
\$2.274	1 1/2" Binder - White
\$2.274	1 1/2" Binder - Black
\$2.894	2" Binder - White
\$2.894	2" Binder - Black
\$4.194	3" Binder - (Black or White)
\$5.894	4" Binder - (Black or White)

Note: Additional Sizes and Colors available by request.

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Click Login

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Click [here](#) to locate your file/s
NOTE: You can upload a supported single file or up to 6 multiple documents per upload session

COPY, PRINT & ONLINE PRINT CENTER ORDER GUIDE

Scanning	
Document Scan 1st page	\$1,000
Additional pages	\$0.150
Hand Placement Image Scanning	\$1,970
Wide Format	
WF Color Presentation Bond Per Sq Ft	\$2,994
WF Color Glossy Per Sq Ft	\$4,194
Vinyl Banner Per Sq Ft	4 19.4
Artist Matte Canvas Per Sq Ft	\$5,994
BLACK & WHITE	
Presentation Bond Per Sq Ft	\$0.294
Vellum Per Sq Ft	\$0.894
Mylar Per Sq Ft	\$2,813
Never Tear Per Sq Ft	\$3,188
WF LAMINATING SERVICES	
WF Laminate 3 Mil Per Sq Ft	\$1,190
WF Laminate 5 Mil Per Sq Ft	\$1,493
WF Laminate 10 Mil Per Sq Ft	\$1,568
WF FINISHING SERVICES	
B/W large format scanning	\$2,990
Mounting Per Sq Ft	\$2,890
Grommets (priced per each)	\$0.150
Note: Please inquire about our Wide Format Value Packages for even greater discounts	
Digital & Manual Services	
LABOR SERVICES	
CD Burn/Scan OD or Customer Supplied	\$1,790
File Manipulation on min editing	\$0.600
File Manipulation Quick Editing	\$0.150
Creative Customization - Hand Collation	\$0.020
Creative Customization - Hand Place Original	\$0.050
MISC. SERVICES	
Slip Sheets (incl. paper and insert)	\$0.010
Standard Furling (per sheet)	\$0.018
Standard Scoring (per sheet)	\$0.018
Screwpost (each)	\$0.500
DOMESTIC FAX	
Sending - First Page	\$5.993
Sending - Each Additional Page	\$2.993
TYPESETTING	
Receiving	\$0.938
Price	\$0.938
Half Page Text	\$9,000
Full 8.5 X 11 Text	\$18,000
Notes: Typesetting can also be charged by the minute above for additional pages or changes upon proof.	

Binding Services	
Scanning	\$1,000
Document Scan 1st page	\$0.150
Additional pages	\$0.150
Hand Placement Image Scanning	\$1,970
Wide Format	
WF Color Presentation Bond Per Sq Ft	\$2,994
WF Color Glossy Per Sq Ft	\$4,194
Vinyl Banner Per Sq Ft	4 19.4
Artist Matte Canvas Per Sq Ft	\$5,994
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Sending - Each Additional Page	\$2.993
TYPESETTING	
Receiving	\$0.938
Price	\$0.938
Half Page Text	\$9,000
Full 8.5 X 11 Text	\$18,000
Notes: Typesetting can also be charged by the minute above for additional pages or changes upon proof.	

Binding	
Plain Frosted Covers	\$0.469
Deco Cube Frosted Covers	\$0.563
Globe Design Frosted Covers	\$0.563
Clear Front	\$0.375
Clear Back	\$0.375
Solid Back Black	\$0.375
Solid Back Green	\$0.375
Solid Back Gray	\$0.375
Solid Back Maroon	\$0.375
Solid Back Navy	\$0.375
Solid Back White	\$0.375
Linen Cover, Black	\$0.281
Linen Cover, Grey	\$0.281
Linen Cover, White	\$0.281
Regency Cover, Black	\$0.469
Regency Cover, Maroon	\$0.469
Regency Cover, Navy	\$0.469
Regency Cover, White	\$0.469
BINDING	
Tape Binding Black 1-100 pages	\$0.790
Tape Binding Gray 1-100 pages	\$0.790
Tape Binding Brown 1-100 pages	\$0.790
Tape Binding Black 101+ pages	\$0.890
Tape Binding Brown 101+ pages	\$0.890
Tape Binding Gray 101+ pages	\$0.890
Comb Binding White 1-100 pages	\$0.990
Comb Binding Blue 1-100 pages	\$0.990
Comb Binding Other 1-100 pages	\$0.990
Comb Binding White 101+ pages	\$1.090
Comb Binding Blue 101+ pages	\$1.090
Comb Binding Other 101+ pages	\$1.090
Coil Binding White 1-100 pages	\$1.090
Coil Binding Blue 1-100 pages	\$1.090
Coil Binding Other 1-100 pages	\$1.090
Coil Binding Black 101+ pages	\$1.190
Coil Binding White 101+ pages	\$1.190
Coil Binding Blue 101+ pages	\$1.190
Coil Binding Clear 101+ pages	\$1.190
Perfect Binding	\$1.990

**PURCHASE AGREEMENT
FOR DUPLICATING SERVICES TERM & SUPPLY
TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of July 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mail & More, Inc. d.b.a. Direct Impaqt, AKA Brake Printing**, 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 **Duplicating Services Term and Supply**, County of Boone Request for Bid, bid number **27-19JUN13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **June 21, 2013** and executed by **Dan Block**, 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, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through June 30, 2014**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Duplicating Services as specified and responded to in the bid specifications. All products will 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. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Delivery - Contractor agrees to deliver items as stated above to the using department within 2-4 business days ARO.

5. Billing and Payment - All billing shall be invoiced to the Boone County using department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly 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.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

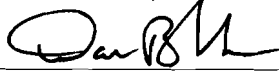
8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

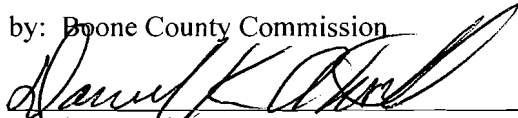
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

MAIL & MORE, INC. d.b.a. DIRECT IMPAQT

BOONE COUNTY, MISSOURI

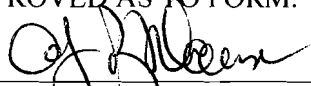
by 

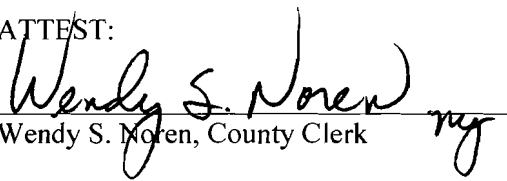
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

title VP of Priority operations

APPROVED AS TO FORM:

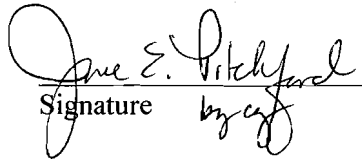
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by cdf*

7/15/13
Date

County-wide Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

4. Response Form

- 4.1. Company Name: Brake Printing
- 4.2. Address: 609 Nebraska Ave
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-874-7844
- 4.5. Fax Number: 573-875-2566
- 4.6. Federal Tax ID: 43-129.5773
- 4.6.1. Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.7. Pricing

Base Copy Price

	1-100 copies (each)	101-1000 copies (each)	1001-5000 copies (each)
4.7.1. Sheet Size 8.5" x 11" 20lb			
4.7.1.1. Black & White Simplex	\$.03	\$.03	\$.03
4.7.1.2. Black & White Duplex	\$.06	\$.06	\$.06
4.7.1.3. Color Simplex	\$.27	\$.25	\$.20
4.7.1.4. Color Duplex	\$.54	\$.50	\$.40
4.7.2. Sheet Size 8.5" x 11" 24lb			
4.7.2.1. Black & White Simplex	\$.05	\$.05	\$.05
4.7.2.2. Black & White Duplex	\$.10	\$.10	\$.10
4.7.2.3. Color Simplex	\$.30	\$.28	\$.23
4.7.2.4. Color Duplex	\$.60	\$.56	\$.46
4.7.3. Sheet Size 8.5" x 11" 60 lb			
4.7.3.1. Black & White Simplex	\$.035	\$.035	\$.035
4.7.3.2. Black & White Duplex	\$.07	\$.07	\$.07
4.7.3.3. Color Simplex	\$.27	\$.25	\$.20
4.7.3.4. Color Duplex	\$.50	\$.50	\$.40
4.7.4. Sheet Size 8.5" x 14" 20lb			
4.7.4.1. Black & White Simplex	\$.035	\$.035	\$.035
4.7.4.2. Black & White Duplex	\$.07	\$.07	\$.07
4.7.4.3. Color Simplex	\$.35	\$.30	\$.25
4.7.4.4. Color Duplex	\$	\$	\$

4.7.5. **Sheet Size 11" x 17" 20lb**

4.7.5.1. Black & White Simplex	\$.06	\$.06	\$.06
4.7.5.2. Black & White Duplex	\$.12	\$.12	\$.12
4.7.5.3. Color Simplex	\$.40	\$.35	\$.30
4.7.5.4. Color Duplex	\$.80	\$.70	\$.60

Additional Options

Additional Price Per copy (to be added to base price)

4.7.6. Colored Paper			
4.7.6.1. Pastel	\$.01	\$.01	\$.01
4.7.6.2. Astrobright	\$.02	\$.02	\$.02
4.7.7. Cardstock			
4.7.7.1. Cardstock 65 lb	\$.02	\$.02	\$.02
4.7.7.2. Colored Cardstock 65 lb	\$.03	\$.03	\$.03
4.7.7.3. Cardstock 80 lb	\$.04	\$.04	\$.04
4.7.7.4. Colored Cardstock 80lb	\$.05	\$.05	\$.05
4.7.8. Folding			
4.7.8.1. Half fold	\$.01	\$.01	\$.01
4.7.8.2. Trifold	\$.01	\$.01	\$.01
4.7.9. Stapling	\$ N/C machine	\$ N/C machine	\$ N/C machine
4.7.10. Collate	\$ N/C machine	\$ N/C machine	\$ N/C machine
4.7.11. 3- hole punch	\$.005	\$.005	\$.005
4.7.12. Padded			
4.7.12.1. Pad of 50 sheets	\$.25	\$.25	\$.25
4.7.12.2. Pad of 100 sheets	\$.25	\$.25	\$.25
<i>(Price does not include printing on sheets)</i>			
4.7.13. Binding (coil, wire or comb)			
4.7.13.1. Up to 1" binding	\$ 1.95	\$ 1.00	\$.75
4.7.13.2. 1" to 2" binding	\$ 2.45	\$ 1.50	\$ 1.25

Miscellaneous Copy Service discount from price list for any service
4.7.14. not detailed within. 0 %

Emergency/Rush Services – Additional percent charge per item.
4.7.15. Include attachment as necessary. 0 %

MISCELLANEOUS PRINTING

4.7.16 Business Cards			
4.7.16.1. Business Cards (one box of 250)	Qty 250 \$ 65.50	Qty 500 \$ 72.50	
4.7.16.2. Business Cards (one box of 500) - white linen with black ink -			
4.7.17. Envelopes			
4.7.17.1. #10 Regular Envelopes	Qty 1000 \$ 95.00	Qty 2500 \$ 135.00	Qty 5000 \$ 195.00
4.7.17.2. #10 Window Envelopes	\$ 98.50	\$ 145.00	\$ 215.00

4.8. Maximum Percentage Increase for 5 % 2nd Year; 5 % 3rd Year
5 % 4th Year; 5 % 5th Year.

4.9. Hours of Operation: 8:00 am - 5:30 pm M - F

4.9.1. Open 24 hours? (yes/no): NO

4.10. Delivery After Receipt of Order: 2-4 business days depending on size of project

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12.1. Authorized Representative (Sign By Hand): 

Type or Print Signed Name: Dan Block

4.12.2. Today's Date: 6/21/13

References Sheet

County of Boone

Purchasing Department

4.13. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.13.1. Reference #1

Individual Name:

Mitzi McLaren

Company Name:

BBPL

Address:

200 Portland Street Columbia MO 65201

Telephone:

886-4608

4.13.2. Reference #2

Individual Name:

Jim Rabadan

Company Name:

ABC Labs

Address:

7250 E ABC Lane Columbia MO 65201

Telephone:

777-6055

4.13.3. Reference #3

Individual Name:

Tanya Ragsdale

Company Name:

Tribune

Address:

101 N. 4th Street Columbia MO 65201

Telephone:

815-1532

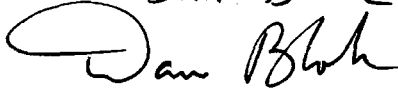
(Please complete and return with Contract)

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

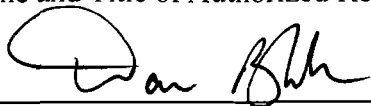
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Dan Block
 VP of Printing operations

Name and Title of Authorized Representative



Signature

6/20/13

Date

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
)ss
State of MO)

My name is Dan Block. I am an authorized agent of Brake Printing (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

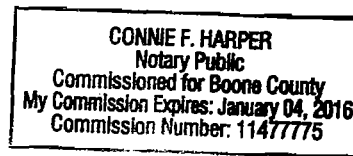
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Dan Block 6/20/13
Affiant Date

Daniel Block
Printed Name

Subscribed and sworn to before me this 20 day of JUNE, 2013.

Connie F. Harper
Notary Public



E Verify Employment Eligibility Verification

You are viewing client companies 1-1 of 1

Client Company List

Case Administration

Initial Verification

[Previous](#) [Next](#)

View Cases

Client Company Administration

Add Client Company

View Client Companies

[Edit](#) [Terminate](#)

User Administration

Change Password

Pwd Challenge Q&A

[Previous](#) [Next](#)

Change Profile

Reports

[Close](#)

View Reports

Company ID Number	Client Company Name	City	State	Address1	Status	MOU Sign Date	Requested Termination	Rejection / Termination Date	Last Updated By	Last Update Date
316113	Mail & More Inc	Fulton	MO	4750 Country Road 351	ACTIVE	04/01/2010	N		KMAG7321	04/01/2010

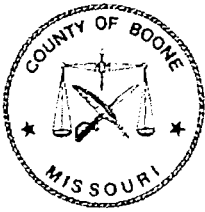
Brake Printing is a division of MAIL & MORE INC.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
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and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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BOONE COUNTY, MISSOURI
Request for Proposal #: 27-19JUN13 - Duplicating Services Term & Supply

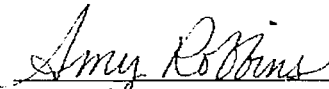
ADDENDUM #1 - Issued June 11, 2013

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

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

1. The Request for Proposal submittal deadline has changed from June 19, 2013 at 10:30 a.m. to **June 24, 2013 at 10:30 a.m.** Location is unchanged.

By:



Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Proposal 27-19JUN13 - Duplicating Services Term & Supply receipt of which is hereby acknowledged:

Company Name:

Brake Printing

Address:

609 Nebraska Ave Columbia MO 65201

Phone Number:

874-7844

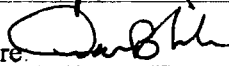
Fax Number:

875-2566

E-mail:

dblock@brake-printing.com

Authorized Representative Signature:



Date:

6/20/13

Authorized Representative Printed Name:

Dan Block



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Request for Bid (RFB)

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **27-19JUN13**

Commodity Title: **Duplicating Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, JUNE 19, 2013**

Time: **10:30 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 109
Columbia, MO 65201**

Directions: The Purchasing office is located on the Northeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available. accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, JUNE 19, 2013**

Time: **10:30 A.M. C.S.T.**

Location / Address: **Boone County Annex Building Conference Room
613 E. Ash St., Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
References Sheet
Debarment Form
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* – The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* – All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation For Bid” is used when the need is well defined. An “Invitation For Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
 - 1.2.4. **Response** – The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by email or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** – This Bid and the Contractor’s Response will be made part of

any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the provision of a Term and Supply contract for the furnishing of **Duplicating Services**, or document reproduction, for the County of Boone – Missouri as specified herein.
 - 2.1.1. **Quantity** – Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$30,000 annually. The expenditures specified herein are estimates only and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. Orders will be made on an “as needed basis” and with the issuance of an approved County Purchase Order. The County reserves the right to increase or decrease quantities as requirements dictate.
 - 2.1.2. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.1.2.1. **Contract Duration** – The contract shall be effective from the **date of award through June 30, 2014 and may be automatically renewed for an additional four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal period.
 - 2.1.2.2. **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2. **GENERAL REQUIREMENTS:**
 - 2.2.1. All prices for quantities described in Section 4 of this request must also include ANY AND ALL fees associated with set-up, clean-up, labor, pick-up of job request, delivery of completed job, and any other fee associated with completing the requirements for completing duplicating service.
 - 2.2.2. Documents shall be reproduced on 20 lb., recycled bond paper. Recycled bond paper shall have a minimum of 50% reclaimed fiber, 40% pre-consumer contents and 10% post consumer contents as defined by The U. S. Environmental Protection Agency (EPA).
 - 2.2.3. Documents that need to be made into transparency(s) shall be size 8.5 inch x 11 inch and shall be colorless clear transparency film.
 - 2.2.4. Copies shall be simplex or duplex as specified by County. Copies shall be sorted and bound as specified.
- 2.3. **MISCELLANEOUS COPY SERVICES** – The bidder may submit with the bid, price lists for additional copy services offered, which may be required by the County but are not covered in this Request for Bid. Bidder shall also state the discount from the price list given. Name and date of price list shall be provided. Price list shall be commercially offered to the trade and shall not be specifically made for this bid. Bidders may also indicate on a price list any volume discounts for any items detailed in this Request for Bid.
- 2.4. **PICK-UP AND DELIVERY:**
 - 2.4.1. Contractor shall pick up originals and deliver copies to requesting department as identified in the Request for Bid.
 - 2.4.2. Pick-ups and deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday excluding holidays observed by Boone County.
 - 2.4.3. Contractor shall pick up originals within four (4) business hours after telephone request by County representative. The completed job shall be returned within a maximum of seventy-two clock hours after receipt of originals. Any re-work required due to contractor error shall be corrected and returned within four clock hours after submission, if submitted prior to 1:00 p.m.

- Corrections submitted later than 1:00 p.m. shall be returned by 10:00 a.m. the next working day.
- 2.4.4. Contractor shall provide a receipt itemizing description and cost of the service performed per request.
 - 2.5. **EMERGENCY/RUSH SERVICE** – The Bidder should submit, as part of the response, an emergency/rush policy to be followed in the event it becomes necessary for the respondent to work after hours, weekends or holidays to complete a job within twenty-four clock hours after receipt of originals. This policy shall be exercised only upon County request. The Bidder shall include in its policy any additional charges with these services.
 - 2.6. **VENDOR QUALIFICATIONS** – The Bidder shall have a minimum of three years experience in duplicating services.
 - 2.7. **REFERENCES** – Bidder shall submit a minimum of three references for which the bidder has provided reproduction services within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. Failure to submit references with the bid response may disqualify the bid from further consideration for award.
 - 2.8. **DESIGNEE** – All County departments. Locations for pickup and delivery are as follows:
Boone County Government Center Offices, 801 E. Walnut, Columbia, MO 65201
Boone County Annex Building, 613 E. Ash, Columbia, MO 65201
Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201
Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201
Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202
Boone County Juvenile Justice Center, 5665 N. Roger I Wilson Memorial Drive, Columbia, MO 65202
 - 2.9. **BID/CLARIFICATION CONTACT** – Amy Robbins, Purchasing, 613 E. Ash St., Room 109, Columbia, MO 65201. Telephone: (573) 886-4392, Facsimile: (573) 886-4390, e-mail: arobbins@boonecountymo.org.
 - 2.10. **BILLING** – Contractor shall provide a receipt itemizing description and cost of the service performed per request. Each department shall be invoiced separately for all orders placed. County agrees to pay all correct monthly invoices within 30 days from the date of receipt.
 - 2.11. **DELIVERY** – FOB Destination – Inside delivery to the Boone County requesting department. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.11.1. Bidders shall state the delivery time on the response page.
 - 2.12. **DESCRIPTIVE LITERATURE** – Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
 - 2.13. **SAMPLES** – Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
 - 2.14. **OR EQUAL** – Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
 - 2.15. **QUALITY OF WORK** – Contractor shall maintain a high standard of quality work on all duplicating jobs. Boone County reserves the right to refuse poor quality work, and will require the Contractor to reproduce the work at no additional cost to the County.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question should be answered and if not applicable, the section should contain “N/A.”
- 3.2 **SUBMITTAL OF RESPONSES** – Responses **MUST** be received by the date and time noted on the title page under “Bid Submission Information and Deadline.” **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** – The County’s Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** – On the date and time and at the location specified on the title page under “Bid Opening,” all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 3.5. **EVALUATION PROCESS** – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** – Bidder’s pricing must be held until award or 60 days, whichever comes first.

- 3.5.4. **Award:** Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County. The County reserves the right to award to one or multiple respondents.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

Search Results

Current Search Terms: direct* impact*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Search Results

Current Search Terms: Brake* printing*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



331-2013

Search Results

Current Search Terms: "Mail & More Inc.*"

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 23rd day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Contract Amendment between the Family Counseling Center of Missouri, Inc. and Boone County originally approved on Commission Order 74-2012. The terms of the amendment are stipulated in the attached Contract Amendment; Agreement for Batterers' Intervention Program. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment.

Done this 23rd day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Absent

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner



CIRCUIT JUDGES

Christine Carpenter
Division I

Gary Oxenhandler
Division II

Kevin M. J. Crane
Division III

Jodie Capshaw Asel
Division IV

COMMISSIONER

Sara Miller
Family Court, Division VIII

ASSOCIATE CIRCUIT JUDGES

Larry Bryson
Division V

Carol A. England
Division VI

Robert Sterner
Division VII

Michael W. Bradley
Division IX

Leslie Ann Schneider
Division X

Deborah Daniels
Division XI

Circuit Court of Missouri
Thirteenth Judicial Circuit Court

July 19, 2013

RE: 2012-2013 STOP VAWA Grant

To Whom It May Concern:

My name is Angela Loftin and I am the Domestic Assault Court Coordinator for the 13th Judicial Circuit. I am writing in regards to the STOP VAWA grant that is currently underway in our circuit. The current grant cycle runs until 12/31/2013.

When our initial grant application was submitted in 2011, there was an "Agreement For Batterers' Intervention Program" attached. I have attached a copy of that agreement to this packet of information for your review. I would like to draw your attention to letter G of the agreement which states that services will be provided at FCC's Columbia Outpatient Clinic at 117 N. Garth Street and Fulton Outpatient Clinic at 2625 Fairway Drive.

It is the request that an additional FCC location be added to the agreement. FCC in Jefferson City has starting offering the MEND program. It would be advantageous to defendants that live closer to that location to be able to attend there and receive the same grant money that they would receive at the Columbia or Fulton locations if eligible.

Enclosed in this packet is a Contract Amendment that requires the same signatures as the original agreement.

The 13th Judicial Circuit and Family Counseling Center of Missouri, Inc. appreciates the opportunity to be of continued service to Boone County and believes this letter accurately summarizes the scope of the request for an additional location.

Sincerely,

Angela Loftin

Angela Loftin
Domestic Assault Court Coordinator
13th Judicial Circuit

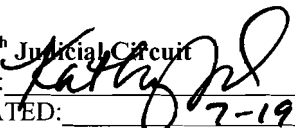
Boone County Courthouse, 705 East Walnut, Columbia, Missouri 65201-4487
Telephone: (573) 886-4050 / Fax: (573) 886-4070

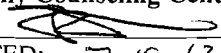
**CONTRACT AMENDMENT
AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM**

The Agreement For Batterers' Intervention Program dated February 2012 made by and between Boone County, Missouri and Family Counseling Center of Missouri, Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

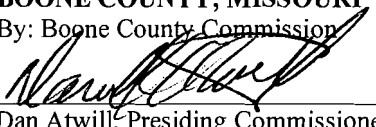
1. **Add** an additional Family Counseling Center location to offer the MEND (Men Exploring Non-violent Directions) class. This additional location is the Jefferson City Outpatient Clinic located at 204 Metro, Suite B.
2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

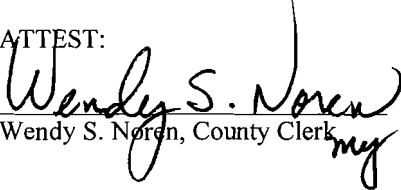
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement in the month and year first written above.

13th Judicial Circuit
By: 
DATED: 7-19-13

Family Counseling Center of Missouri, Inc.
By: 
DATED: 7-19-13

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI
By: Boone County Commission

Dan Atwill, Presiding Commissioner


ATTEST:

Wendy S. Noren, County Clerk

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

 by jj 07/19/2013 No Encumbrance Required
Signature Date Appropriation Account/Amount

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 16th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Family Counseling Center of Missouri, Inc. and Boone County, Missouri for a batterers' intervention program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and the Family Counseling Center of Missouri, Inc. (FCC).

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar years 2012 and 2013; and

WHEREAS, the MEND (Men Exploring Non-violent Directions) program provided by FCC is the only batterers' intervention program within the 13th Judicial Circuit.

NOW, THEREFORE, it is agreed to between the parties as follows:

- A. FCC will make its batterers' intervention program available to individuals referred by court on the following basis:**
- 1. FCC will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.**
 - 2. FCC will conduct two intake/orientation sessions per month so that individuals are enrolled in MEND within 30 days of the court referral.**
 - 3. FCC will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.**
- B. FCC will report to the Court as follows:**
- 1. Once per week FCC will provide a list of individuals attending the MEND program which shows the following information:**
 - a. Case number**
 - b. Name**
 - c. Date of intake**
 - d. Classes attended**
 - e. Comments regarding attendance**
 - 2. No later than the 5th of each month FCC will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.**

- C. The Court will pay FCC for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$40) minus the amount collected from defendants.
 2. The total cost of the 27-week MEND program is \$1,100 ((\$40 multiplied by 27 classes) plus \$20 for intake).
 3. The maximum amount the Court will pay per person is \$803 (\$1,100 minus mandatory contribution of \$297 (\$11 per class)).
- D. The maximum amount of contractual services for 2012 and 2013 is \$217,867.54.
- E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., who is Director of Outpatient Services for FCC. All facilitators and others involved in the execution of the MEND program shall be employees of FCC, not of the Court.
- G. Services will be provided at FCC's Columbia Outpatient Clinic at 117 N. Garth Street and Fulton Outpatient Clinic at 2625 Fairway Drive. Both facilities are ADA accessible and accessible via public transportation.
- H. FCC will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. FCC will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. FCC will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. FCC and the Court will share statistical information regarding program success.
- K. FCC will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.

- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, FCC shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2013, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit
 By: *Kathy J. [Signature]*
 DATED: 2/14/12

Family Counseling Center of Missouri, Inc.
 By: *Fad Solomon*
 DATED: 2-13-12

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI

By: Boone County Commission
[Signature]
 Dan Atwill, Presiding Commissioner

ATTEST:
Wendy S. Noren
 Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

[Signature]
 Cf Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

Jane Pitchford by *10* *02/16/12* - *No encumbrance required*
 Signature Date Appropriation Account/Amount

CERTIFIED COPY OF ORDER

July Session of the July Adjourned

Term. 20 13

STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

23rd

day of July

20 13

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

Now on this day the County Commission of the County of Boone does hereby accept the Security Agreement and Letter of Credit for the Rocky Fork Wastewater Treatment Plant in the amount of \$117,300.00 and the Rocky Fork Wastewater Treatment Plant Collection System in the amount of \$190,362.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreements.

Done this 23rd day of July, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: July 10, 2013

Developer/Owner Name: Boone County Regional Sewer District
Address: 1314 N. 7th Street Columbia, MO 65201

Development: Rocky Fork Wastewater Treatment Plant

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rocky Fork Wastewater Treatment Plant. The SWPPP and ESC was prepared by Shafer, Kline, & Warren, Inc. on May 23, 2013.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 31st of December, 2015, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$117,300.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 31, 2015, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 31, 2015, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: _____

Printed Name: _____

Title: _____

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver, Director Resource Management

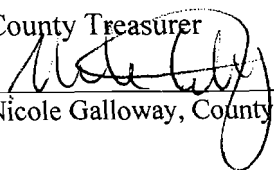
County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

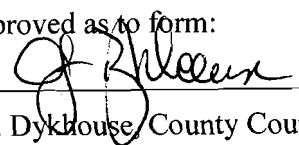
Wendy S. Noren, Boone County Clerk *my*

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0099

DATE: June 26, 2013

Amount: \$117,300.00

Re: Rocky Fork Wastewater Treatment Plant

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$117,300.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0099 Dated 06/26/13."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before December 31, 2015, provided further that upon such expiration, either at December 31, 2015, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

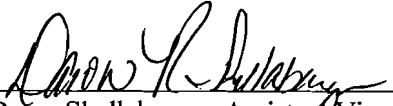
By:  _____
Dawn Shellabarger, Assistant Vice President Commercial Banking

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Assistant Vice President Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0099**
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional
Sewer District for Rocky Fork Wastewater Treatment Plant**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0382390-0099** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ _____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Assistant Vice President, Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0099**
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional
Sewer District for Rocky Fork Wastewater Treatment Plant**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

Stormwater Erosion and Sediment Control Security Agreement

Date: July 10, 2013

Developer/Owner Name: Boone County Regional Sewer District
Address: 1314 N. 7th Street Columbia, MO 65201

Development: Rocky Fork Wastewater Treatment Plant – Collection System (Sewer Improvements)

This agreement is made by and between the above named developer (herein “Developer”) and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein “County”) and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rocky Fork Wastewater Treatment Plant. The SWPPP and ESC was prepared by Shafer, Kline, & Warren, Inc. on May 23, 2013.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 31st of December, 2015, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$190,362.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 31, 2015, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 31, 2015, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: _____

Printed Name: _____

Title: _____

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver, Director Resource Management

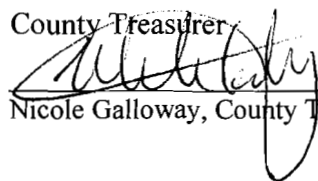
County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

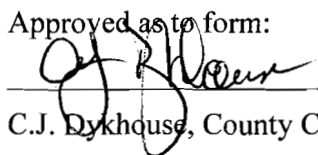
Wendy S. Noren, Boone County Clerk *mf*

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0199

DATE: June 26, 2013

Amount: \$190,362.00

Re: Rocky Fork Wastewater Treatment Plant
– Collection System

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$190,362.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0199 Dated 06/26/2013."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before December 31, 2015, provided further that upon such expiration, either at December 31, 2015, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,


By: 
Dawn Shellabarger, Assistant Vice President Commercial Banking

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Assistant Vice President Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0199**
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional Sewer District for Rocky Fork Wastewater Treatment Plant – Collection System**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0382390-0199** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Assistant Vice President, Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0199**
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional
Sewer District for Rocky Fork Wastewater Treatment Plant – Collection
System**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the

23rd

day of July

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve a Memorandum of Understanding between the Youth Community Coalition (YC2) and the Boone County Sheriff's Department. The terms of the agreement are stipulated in the attached Memorandum of Understanding. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

Done this 23rd day of July, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

MEMORANDUM OF UNDERSTANDING

1. This Agreement between Youth Community Coalition (YC2) and Boone County Sheriff's Department shall be from July 1, 2013 until terminated by mutual agreement.

SERVICES AND RESPONSIBILITIES

2. **YC2** shall be responsible to:
 - a. Provide \$5,000.00 to be used for compliance checks between 7/01/2013 and 7/01/2014;
 - b. Distribute positive rewards to retailers who pass compliance checks.
3. **Boone County Sheriff's Department** shall be responsible to:
 - a. Conduct a minimum of 30 compliance checks between 7/01/2013 and 7/01/2014;
 - b. Provide a report to YC2 indicating the number of compliance checks performed and the number of passed/failed checks.

CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

AMENDMENT

This agreement may be amended by mutual consent of both parties; however such agreements **MUST BE** in writing and signed by both parties. DATED this 23rd day of July, 2013.

Youth Community Coalition

[Signature]
Signature

chairperson

Title

Boone County

SEE ATTACHED
Signature

Title



201 Switzler St
Columbia, MO 65201
573-449-1993
admin@yc2.org
www.yc2.org

May 22, 2013

Captain Gary German
Boone County Sheriff's Department
Columbia, MO 65202

Dear Captain German,

The Youth Community Coalition (YC2) was recently awarded a grant of \$5,000.00 for the prevention of underage drinking from the Substance Abuse and Mental Health Services Administration. In the spirit of this award, YC2 would like to provide the Boone County Sheriff's Department with funding to implement environmental strategies which reduce the availability of alcohol.

Funds are to be used for the following purposes:

- To provide training for officers involved in compliance checks;
- To pay overtime wages for officers conducting compliance checks;
- To pay stipends for youth involved in the completion of compliance checks;
- To provide equipment needed to perform the above strategies more efficiently.

Acceptance of the funds means that the Boone County Sheriff's Department will perform a minimum of 30 compliance checks between 7/1/2013 and 7/1/2014 and to provide a report to YC2 of the number and outcome of checks conducted.

Furthermore, acceptance of this funding means that the Boone County Sheriff's Department agrees to work with YC2 to allow YC2 youth and adult volunteers to provide an instant reward (\$5 - \$10 coupon) to merchants who pass compliance during at least one multi-check event.

It is our hope that this partnership will result in a decreased youth access to alcohol in Boone County and result in safe and healthy kids. As a coalition we greatly appreciate all of your efforts in our community to support safe, healthy, and drug free youth.

Sincerely,

A handwritten signature in black ink, appearing to read "Tiffany Bowman".

Tiffany Bowman
Coalition Chair
Youth Community Coalition

A handwritten signature in black ink, appearing to read "Ryan Worley".

Ryan Worley
Program Coordinator
Youth Community Coalition

2013 Youth Community Coalition Funds

Item Description	Cost	Quantity	Total Cost
fund-buy money/operation funds/cover charges (for b:	200	1	200
SME UC Bluetooth video/audio recorder	495	1	495
SME-INVK audio recording kit	349	1	349
External body armor vests-plain clothes	150	5*	750
Revolving Compliance Check Fund	3206	1	3206
* freight is extra			
Grand total			5000