

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 12

County of Boone

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 accept the STOP Violence Against Women grant award from the Missouri Department of Public Safety for the 13th Judicial Circuit Court in the amount of \$114,261.41.

Done this 16th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

February 8, 2012

13th Judicial Circuit Court
Deborah Daniels
705 E. Walnut Street
Columbia 65202

Re: 2012-2013 STOP VAWA Grant

Dear Deborah Daniels,

The status of the above referenced application under the 2012-2013 STOP VAWA Solicitation funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the Award of Contract and Certified Assurance documents pertaining to your award. The Authorized Official and Project Director, as identified on the Contact Information form in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted! If you have had a change in either the Authorized Official or Project Director, please contact the Missouri Department of Public Safety immediately to initiate a revision.

The following documents must be returned to our office no later than February 22, 2012:

- Signed Award of Contract document (enclosed)
- Signed Certified Assurance document (enclosed) and,
- Copy of your entire Application (**Agency must print from WebGrants - Do Not Forget to Print the Attachments**)

All mail correspondence should be mailed to the attention of the CVSU Section. Please remember that your contract is not final until the Director/Designee of the Missouri Department of Public Safety signs it. A signed copy of the Award of Contract form and a copy of the Certified Assurances document will be returned to you via Webgrants for your records.

If you have any questions, please contact Tiffany at 573-526-9945.

Sincerely,



Marc Peoples
CVSU Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
 AWARD OF CONTRACT

P.O. Box 749
 Jefferson City, Missouri 65102
 Phone: (573) 751-4905

Program Area: STOP Violence Against Women Act (VAWA)	Catalog of Federal Domestic Assistance (CFDA) #: 16.588
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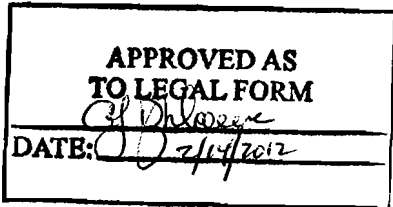
Contractor Name: 13th Judicial Circuit Court
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Project Title: Integrated Domestic Violence Program

Contract Period: January 1, 2012 to December 31, 2013	State/Federal Funds Awarded: 114261.41	Contract Number: 2009-VAWA-06R-OS
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Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.



[Signature]

 Applicant Authorized Official Date

[Signature]

 Applicant Project Director Date
 2-14-2012

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

 Authorized Official, MO Department of Public Safety

January 1, 2012

 Award Date

STOP VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS
AGENCY NAME: 13th Judicial Circuit Court
PROJECT TITLE: Integrated Domestic Violence Program

The Subgrantee is subject to compliance with the following assurances and conditions:

Laws, Orders, Circulars and Regulations:

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

Civil Rights Information:

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

Coordination of Activities:

The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

Non-Supplantation:

The Subgrantee assures that federal funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project.

Data Collection:

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

Audit Requirement:

An audit is required for the Agency fiscal year when FEDERAL financial assistance (which consists of ALL funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

Generated Income:

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

Timesheets Requirement:

The applicant assures that, all project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

Access to Records:

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

Equal Employment Opportunity Program:

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file that meets the requirements therein.

Drug-Free Workplace Act of 1988:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Lobbying:

Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

Discrimination Prohibited:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

Limited English proficiency (LEP):

The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). “Meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents.

Faith-based Organizations:

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

Historic Preservation Act:

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

Fair Labor Standards Act:

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

Injury or Damage:

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

Printed Materials:

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

Relationship:

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Law Enforcement Certification:

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:
 - A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
 - B) Submit any other crime incident information which may be required by the Department of Public Safety."Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."
3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

Intoxication-Related Traffic Offenses:

If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

Texting While Driving:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Criminal or Civil Filings:

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

Forensic Medical Exams:

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

Polygraph/Voice Stress Analysis:

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

Court Records:

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

Victims' Rights Compliance:

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance).

Consultation with Victim Services:

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Nondisclosure of confidential or Private Information:

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

Criminal Activity:

The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

Renewal:

An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Fund Availability:

It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Match:

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

Debarment, suspension, and other responsibility matters (direct recipient):

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510

1. The Applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Termination of Award:

The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

Annual Performance Report:

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 31st of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

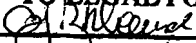


Authorized Official DATE



Project Director DATE

2-14-2012

APPROVED AS TO LEGAL FORM	
	
DATE: <u>2/14/12</u>	

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

February 8, 2012

13th Judicial Circuit Court
Deborah Daniels
705 E. Walnut St.
Columbia 65201

Re: 2012 Recovery STOP VAWA Grant

Dear Deborah Daniels,

The status of the above referenced application under the 2012 Recovery STOP VAWA Solicitation funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the Award of Contract and Certified Assurance documents pertaining to your award. The Authorized Official and Project Director, as identified on the Contact Information form in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted! If you have had a change in either the Authorized Official or Project Director, please contact the Missouri Department of Public Safety immediately to initiate a revision.

The following documents must be returned to our office no later than February 22, 2012:

- Signed Award of Contract document (enclosed)
- Signed Award of Contract document Part III (enclosed)
- Signed Certified Assurance document (enclosed) and,
- Copy of your entire Application (**Agency must print from WebGrants - Do Not Forget to Print the Attachments**)

All mail correspondence should be mailed to the attention of the CVSU Section. Please remember that your contract is not final until the Director/Designee of the Missouri Department of Public Safety signs it. A signed copy of the Award of Contract form and a copy of the Certified Assurances document will be returned to you via Webgrants for your records.

If you have any questions, please contact Tiffany at 573-526-9945.

Sincerely,

Marc Peoples
CVSU Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 751-4905

Program Area:	Catalog of Federal Domestic Assistance (CFDA) #:
Recovery STOP Violence Against Women Act (VAWA)	16.588

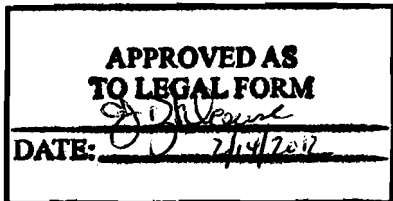
Contractor Name:
13th Judicial Circuit Court

Project Title:
Integrated Domestic Violence Program

Contract Period:	State/Federal Funds Awarded:	Contract Number:
January 1, 2012 to December 31, 2012	114261.41	2009-VAWA-06R-OS

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.



Applicant Authorized Official Date

Applicant Project Director Date 2/14/2012

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

Authorized Official, MO Department of Public Safety

January 1, 2012
Award Date



Contractor Name 13th Judicial Circuit Court		
Project Title 13th Judicial Circuit Court		
Contract Period FROM< 01/01/12 TO< 12/31/12	State/Federal Funds Awarded 114261.41	Contract Number 2009-VAWA-06R-OS

Office of Administration

Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Grantee assures that it and its subrecipient(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Grantee specifically assures that it and its subrecipient(s) will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning July 10, 2009. Accordingly, the Grantee assures that it and its subrecipient(s), through the Grantee, shall submit the following information in a timely manner to the State of Missouri, Department of Public Safety, no later than 5 days after the end of each calendar month, beginning on July 1, 2009:

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - the name of the project or activity;

- a description of the project or activity;
- an evaluation of the completion status of the project or activity;
- an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and

(5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Grantee assures that it and its subrecipient(s) shall report required information under the Transparency Act, including, but not limited to:

- The name of the entity receiving the award;
- The amount of the award;
- The transaction type;
- The funding agency;
- The Catalog of Federal Domestic Assistance number;
- The program source;
- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

Buy American

In accordance with ARRA, §1605, the Grantee assures that it and its subrecipient(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

Wage Rate Requirements

In accordance with ARRA, §1606, the Grantee assures that it and its subrecipient(s) shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance

with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Whistleblower Protection

In accordance with ARRA, §1553, the Grantee assures that it and its subrecipient(s) shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Grantee assures that it and its subrecipient(s) shall post notice of the rights and remedies provided in ARRA, §1553.

Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Grantee assures that it and its subrecipient(s) will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

Additional Restrictions of ARRA Funds

In accordance with ARRA, §1602, the Grantee assures that it and its subrecipient(s) will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the Grantee assures that it and its subrecipient(s) shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, Grantee assures to the maximum extent possible that it and its subrecipient(s) will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety, of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the Grantee assures that it and its subrecipient(s) will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The Grantee assures that it and its recipient(s) will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Grantee assures that it and its subrecipient(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

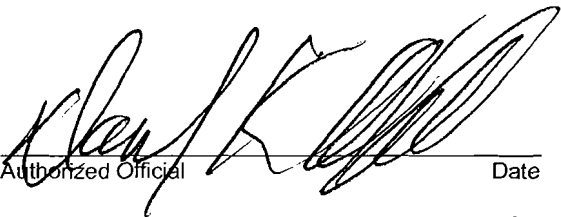
Employment of Unauthorized Aliens Prohibited

Pursuant to §285.530.1, RSMo, the Grantee assures that it and its subrecipient(s) do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Grantee and its subrecipient(s) shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Enforceability

If a Grantee or one of its subrecipients fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.


Authorized Official _____ Date _____

APPROVED AS
TO LEGAL FORM
J. House
DATE: *2/14/2012*


Project Director _____ Date *2-14-12*

STOP VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS
AGENCY NAME: 13th Judicial Circuit Court
PROJECT TITLE: Integrated Domestic Violence Program

The Subgrantee is subject to compliance with the following assurances and conditions:

Laws, Orders, Circulars and Regulations:

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

Civil Rights Information:

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

Coordination of Activities:

The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

Non-Supplantation:

The Subgrantee assures that federal funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project.

Data Collection:

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

Audit Requirement:

An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

Generated Income:

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

Timesheets Requirement:

The applicant assures that, all project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

Access to Records:

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

Equal Employment Opportunity Program:

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file that meets the requirements therein.

Drug-Free Workplace Act of 1988:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Lobbying:

Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

Discrimination Prohibited:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

Limited English proficiency (LEP):

The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). “Meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents.

Faith-based Organizations:

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

Historic Preservation Act:

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

Fair Labor Standards Act:

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

Injury or Damage:

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

Printed Materials:

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

Relationship:

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Law Enforcement Certification:

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:
 - A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
 - B) Submit any other crime incident information which may be required by the Department of Public Safety."

Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."

3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

Intoxication-Related Traffic Offenses:

If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

Texting While Driving:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Criminal or Civil Filings:

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

Forensic Medical Exams:

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

Polygraph/Voice Stress Analysis:

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

Court Records:

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

Victims' Rights Compliance:

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance).

Consultation with Victim Services:

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Nondisclosure of confidential or Private Information:

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

Criminal Activity:

The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

Renewal:

An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Fund Availability:

It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Match:

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

Debarment, suspension, and other responsibility matters (direct recipient):

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510

1. The Applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

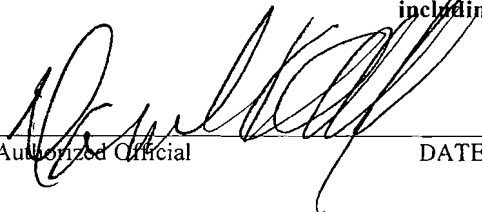
Termination of Award:

The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

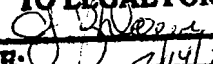
Annual Performance Report:

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 31st of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.


Authorized Official _____ DATE _____


Project Director _____ DATE _____
2-14-12

**APPROVED AS
TO LEGAL FORM**

DATE: 2/14/2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

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: *Fred Solomon*
 DATED: 2-13-12

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI
 By: *[Signature]*
 Dan Atwill, Presiding Commissioner

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

APPROVED AS TO FORM:

[Signature]
 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.)


June Pitchford by jg 02/16/12 - No encumbrance required
 Signature Date Appropriation Account/Amount

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

County of Boone)
)ss
State of Mo)

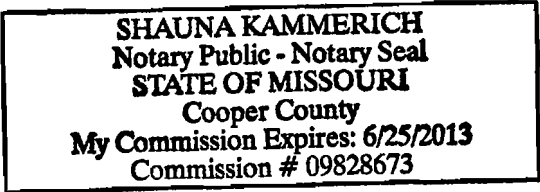
My name is Ted Solomon. I am an authorized agent of the **Family Counseling Center of Missouri, Inc.** This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ 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.

	2-13-12
Affiant	Date
<u>Ted Solomon</u>	
Printed Name	

Subscribed and sworn to before me this 13th day of February, 20 12.


Notary Public



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

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

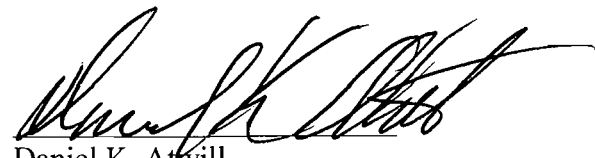
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 06-20JAN12 – Photocopier Maintenance: Circuit Clerk to Sumner Group Inc., d/b/a Image Technologies. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the County Commission hereby approves the surplus disposal of a Cannon copier, asset tag 14113

Done this 16th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 30, 2012
RE: Bid Award Recommendation: 06-20JAN12 – Photocopier Maintenance: Circuit Clerk

Request for Quote 06-20JAN12 – Photocopier Maintenance: Circuit Clerk closed on January 20, 2012. Two bids were received. Recommendation for award is:

Award to Sumner Group Inc. dba Image Technologies a Division of Datamax

Circuit Clerk: Image Technologies will replace their Canon Image Runner 5000 with a Image Runner 5570 with the same functionality. Maintenance for 2012 for 300,000 copies is \$1,560.00 with overage billed at \$0.0052/copy. Maintenance pricing is firm for a total of five years.

Invoices will be paid from 1221 – Circuit Clerk, account 60050 – Equipment Service Contract.

att Bid Tab

cc: Contract File
Rosa Ditiker, Circuit Clerk

49-08NOV11 - Photocopier Maintenance - Auditor, Assessor, Juvenile Office & Prosecuting Attorney's Office						
BID TABULATION						
4.8.	Description	Annual Copies	Image Technologies		Data Comm Inc.	
			Annual Maintenance Cost	Overage - Cost Per Copy	Annual Maintenance Cost	Overage - Cost Per Copy
4.8.1. Copier #1 - Canon Image Runner 2270: Auditor						
	IR2270 - fiscal year 2012	40,000	\$440.00	\$0.011	\$360.00	\$0.0090
	IR2270 - fiscal year 2013	40,000	\$440.00	\$0.011	\$378.00	\$0.0095
	IR2270 - fiscal year 2014	40,000	\$440.00	\$0.011	\$396.90	\$0.0100
	IR2270 - fiscal year 2015	40,000	\$484.00	\$0.011	\$415.39	\$0.0105
	IR2270 - fiscal year 2016	40,000	\$532.00	\$0.011	\$436.15	\$0.0110
	TOTAL		\$2,336.00		\$1,986.44	
4.8.2. Copier #2 - Canon Image Runner 5000: Assessor						
	IR5000 - fiscal year 2012	100,000	\$900.00	\$0.006	\$500.00	\$0.0050
	IR5000 - fiscal year 2013	100,000	\$900.00	\$0.006	\$525.00	\$0.0053
	IR5000 - fiscal year 2014	100,000	\$900.00	\$0.006	\$551.25	\$0.0056
	IR5000 - fiscal year 2015	100,000	\$990.00	\$0.006	\$578.81	\$0.0059
	IR5000 - fiscal year 2016	100,000	\$1,089.00	\$0.006	\$607.75	\$0.0062
	TOTAL		\$4,779.00		\$2,762.81	
4.8.3. Copier #3 - Gestetner 3235: Prosecuting Attorney						
	Gestetner 3235 - fiscal year 2012	10,000	\$75.00	\$0.0075	No Bid	No Bid
	Gestetner 3235 - fiscal year 2013	10,000	\$75.00	\$0.0075	No Bid	No Bid
	Gestetner 3235 - fiscal year 2014	10,000	\$75.00	\$0.0075	No Bid	No Bid
	Gestetner 3235 - fiscal year 2015	10,000	\$83.00	\$0.0075	No Bid	No Bid
	Gestetner 3235 - fiscal year 2016	10,000	\$91.00	\$0.0075	No Bid	No Bid
	TOTAL		\$399.00			
Note: Image Technologies replacing Gestetner with a used kyocera						
4.8.4. Copier #4 - Kyocera 5035 - Juvenile Office						
	Kyocera 5035 - fiscal year 2012	210,000	\$1,575.00	\$0.0075	No Bid	No Bid
	Kyocera 5035 - fiscal year 2013	210,000	\$1,575.00	\$0.0075	No Bid	No Bid
	Kyocera 5035 - fiscal year 2014	210,000	\$1,575.00	\$0.0075	No Bid	No Bid
	Kyocera 5035 - fiscal year 2015	210,000	\$1,732.00	\$0.0075	No Bid	No Bid
	Kyocera 5035 - fiscal year 2016	210,000	\$1,732.00	\$0.0075	No Bid	No Bid
	TOTAL		\$8,189.00			
	Staples Pricing		Auditor: \$66/bx of 15,000; Assessor: \$50/bx of 15,000; PA: \$66/bx of 10,000; Juvenile Office: \$66/bx of 25,000		Included	
	Deviations		Image Technologies will replace the Gestetner with a Used Kyocera KM-5035 or similar Kyocera with the same functionality for copier #3		N/A	
	No Bids					
	Da-Com					

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 2/15/12

FIXED ASSET TAG NUMBER: 14113

FEB 16 2012

DESCRIPTION: Canon Image Runner 5000

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: This copier is being replaced by a used IR5570 from bid 06-20JAN12. Vendor has agreed to remove our hard drive and leave with us to destroy, and they will haul off the copier and recycle.

OTHER INFORMATION:

CONDITION OF ASSET: High copy count.

REASON FOR DISPOSITION: Vendor providing maintenance will replace with a copier that is easier for them to maintain.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Image Technologies will pick up this copier when they install the replacement copier. They are giving us a used IR5570.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221

SIGNATURE

Christy Blakemore

AUDITOR

ORIGINAL PURCHASE DATE 6/17/2003

RECEIPT INTO 1190-3835

ORIGINAL COST 11,499.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1601

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 75-2012

DATE APPROVED 2/16/2012

SIGNATURE _____

Christy Blakemore

**PURCHASE AGREEMENT FOR
Photocopier Maintenance for Circuit Clerk**

THIS AGREEMENT dated the 16 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumner Group Inc. dba Image Technologies a Division of Datamax** 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 a Term and Supply contract for **Photocopier Maintenance** in compliance with Request for Quote number **06-20JAN12** and the Contractor's quote response dated **January 16, 2012**, executed by **Kevin R. Laury** 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 quote response may be permanently maintained in the County Purchasing Office contract file for this quote if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Quote with the County's Standard Terms and Conditions shall prevail and control over the Contractor's quote response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with copier maintenance for a Canon Image Runner 5570. Contractor agrees to replace the existing Canon Image Runner 5000 (serial number C10011107 / MPL79957) with a used Canon Image Runner 5570 with the same functionality. Contractor shall remove the existing IR5000 photocopier the same day the new copier is installed for no additional charge. Contractor agrees to remove the hard drive (if one exists) and leave with County.

Circuit Clerk (Replacing County fixed asset tag 14113) – 705 E. Walnut Street Columbia, MO 65201.
Contact: Rosa Ditiker: (573) 886-4033.

Maintenance: shall be provided for the Canon Image Runner 5570 copier for 300,000 black and white prints for fiscal year 2012 for a cost of \$1,560.00. Black and white overage shall be billed at a cost of \$0.0052 per page.

Maintenance may be renewed yearly at the option of the County for up to four (4) years for the following pricing:

300,000 Copies:

January 1, 2013 – December 31, 2013 - \$1,560.00 with overage billed at \$0.0052 per page
January 1, 2014 – December 31, 2014 - \$1,560.00 with overage billed at \$0.0052 per page
January 1, 2015 – December 31, 2015 - \$1,716.00 with overage billed at \$0.0052 per page
January 1, 2016 – December 31, 2016 - \$1,888.00 with overage billed at \$0.0052 per page

Staples are included as a part of maintenance. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance pricing includes all labor, mileage, travel time, parts, toner, drums and other supplies (all other consumables), excluding paper.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or

higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be through December 31, 2016, provided County renews maintenance contract each year.

3. **Contract Duration** - This agreement shall commence on **January 1, 2012 and extend through December 31, 2012** 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 quote 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.

4. **Billing and Payment** - All billing shall be invoiced Circuit Clerk office and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its quote 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.

5. **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.

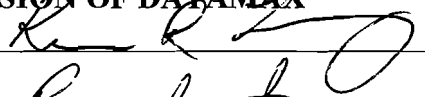
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

7. **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:

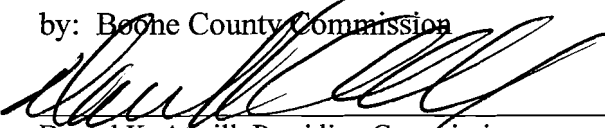
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

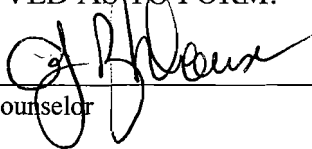
**SUMNER GROUP INC.
dba IMAGE TECHNOLOGIES
a DIVISION OF DATAMAX**

by 
title President

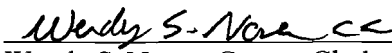
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

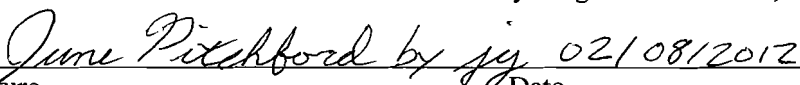

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

 1221 / 60050 / \$1560.00
Signature Date Appropriation Accounts

4. **Response Form** - Submit your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the quote number and the due date and time. For this Request for Quote, quotes will also be accepted by fax or e-mail.

- 4.1. Company Name: Sumner Group Inc. dba Image Technologies a Division of Datamax
- 4.2. Address: 2511 Broadway Bluffs Dr.
- 4.3. City/Zip: Columbia, Missouri 65201
- 4.4. Phone Number: 573-499-5300
- 4.5. E-mail: sgerling@imagetechmo.com
- 4.6. Fax Number: 573-875-6104
- 4.7. Federal Tax ID: 43-1332770

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Quote, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):
Kevin R. Laury

4.8.2. Type or Print Signed Name:
Kevin R. Laury

4.8.3. Today's Date: 1/16/12

4.9.	Description	Annual Copies	Annual Maintenance Cost	Overage - Cost Per Copy
4.9.1.	Copier - Image Runner 5000 : Circuit Clerk (Family Court) IR 5570			
	IR5000 - fiscal year 2012	300,000	\$ 1,560.00	\$.0052
	IR5000 - fiscal year 2013	300,000	\$ 1,560.00	\$.0052
	IR5000 - fiscal year 2014	300,000	\$ 1,560.00	\$.0052
	IR5000 - fiscal year 2015	300,000	\$ 1,716.00	\$.0052
	IR5000 - fiscal year 2016	300,000	\$ 1,888.00	\$.0052

4.10. Describe any deviations from bid specifications:
Image Technologies will replace the Canon Image Runner 5000 with a Used Canon Image Runner 5570 with the same functionality.

(Please complete and return with Bid Response)

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

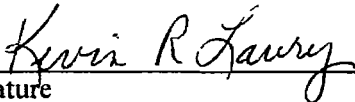
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Kevin R. Laury - Division President

Name and Title of Authorized Representative


Signature

1/16/12

Date

Company ID Number: 133457

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Sumner Group, Inc.

Company Facility Address: 2121 Hampton Avenue
St Louis, MO 63139

Company Alternate Address: _____

County or Parish: SAINT LOUIS CITY

Employer Identification Number: 431332770

North American Industry
Classification Systems Code: 424

Parent Company: Sumner Group, Inc.

Number of Employees: 100 to
499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Jennifer M Johnson**
Telephone Number: **(314) 633 - 8041** Fax Number: **(314) 633 - 8005**
E-mail Address: **jjohnson@sumner-group.com**

Name: **Terri L Hackmeyer**
Telephone Number: **(314) 633 - 8042** Fax Number: **(314) 633 - 8005**
E-mail Address: **thackmeyer@sumner-group.com**

Name: **Robert N Brueggeman**
Telephone Number: **(314) 633 - 8040** Fax Number: **(314) 633 - 8005**
E-mail Address: **bbrueggeman@sumner-group.com**

Name: **Pamela M Barton**

Company ID Number: 133457

Telephone Number: (314) 633 - 8043
E-mail Address: pbarton@sumner-group.com

Fax Number: (314) 633 - 8005

RECOMMENDATION FOR:

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Attention: Melinda Bobbitt, CPPB, Director

PREPARED BY

SAM GERLING
SALES MANAGER
573.499.5300 x2132
01.16.12



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Request for Quote (RFQ)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Quote Data

Quote Number: **06-20JAN12**

Commodity Title: **Photocopier Maintenance – Circuit Clerk**

DIRECT QUOTE FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Quote Submission Address and Deadline

Day / Date: **FRIDAY – January 20, 2012**

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

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash Street, Room 110
Columbia, MO 65201**

Directions: **The Building is located at the corner of Ash and 7th Street.**

Quote Opening

Day / Date: **FRIDAY – January 20, 2012**

Time: **10:30 A.M. Central Time**

Location / Address: **Purchasing Department - Conference Room
613 E. Ash Street, Room 110
Columbia, MO 65201**

Quote Contents

- 1.0: Introduction and General Conditions of Bidding**
 - 2.0: Primary Specifications**
 - 3.0: Response Presentation and Review**
 - 4.0: Response Form**
- Standard Terms and Conditions**
Work Authorization Certification
“No Bid” Response Form

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 Quote 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 Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Quote. Suppliers, which may be invited to respond, or which express interest in this quote, but which do not submit a response, have no obligations with respect to the quote requirements.
Contractor - The Bidder whose response to this quote 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 Quote.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Quote** - This entire document, including attachments. A Quote/Bid may be used to solicit various kinds of information. The kind of information this Quote seeks is indicated by the title appearing at the top of the first page. A "Request for Quote or Bid" is used when the need is well defined. A "Request 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. **QUOTE CLARIFICATION** - Questions regarding this Quote should be directed in writing, preferably by fax or e-mail, 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 Quote 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 Quote. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Quote. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Quote.
 - 1.3.2. **Quote Amendment** - If it becomes evident that this Quote 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.
 - 1.4.1. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 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 furnishing of **photocopier maintenance for a Canon IR5000 for the Circuit Clerk office (Family Court) - County of Boone – Missouri**, as detailed in the following specifications.

2.1.1. **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 bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The 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.

2.2. **BACKGROUND INFORMATION:**

Copier – Circuit Clerk – (located in Family Court – County Asset Tag 14113)

Copier: Canon Image Runner 5000

Location: Circuit Clerk, Family Court, Rosa Ditiker, 705 E. Walnut, Columbia, MO 65201

Included with Copier: large capacity paper deck, finisher with stapler, puncher unit

Current Copy Count: 1,776,106

Serial #: Serial #C10011107, MPL79959

Original Purchase Date: 11/16/2005

Anticipated Copies Per Year: 300,000

Current Maintenance Provider from original equipment purchase: Ikon Office Solutions

2.3. **GENERAL REQUIREMENTS:**

2.3.1. **CONTRACT PERIOD** - The initial contract period shall be for the period **January 1, 2012 through December 31, 2012**. The maintenance agreement may be renewed in writing by the County for up to an additional four (4) one-year periods for the prices quoted within the Bidder's response to this quote. The County may adjust annual copies at renewal time.

2.3.2. The Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County.

2.3.3. Responding bidders must be authorized service representatives for their submitted bid machine make and models. Bidders should submit a letter of authorization with the bid.

2.3.4. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.

2.3.5. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts should be billed annually prior to January 1 for the period January through December. Any overage shall be billed in arrears at the end of the fiscal year. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided on the *Response Form*.

2.3.6. **Service/Supply agreements shall include, but not be limited to, the following:**

2.3.6.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.

2.3.6.2. "Special service calls" (service calls made between the regularly scheduled routine preventative

maintenance calls and regular inspection service calls) requested by the County.

- 2.3.6.3. Emergency service calls
- 2.3.6.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, staples, cleaning blades, toner, parts, labor, travel time and any accessories such as auto document feeder, stapler, sorters, etc.
- 2.3.6.5. All Supplies, excluding paper, necessary for operation of the equipment including, but not limited to toner and developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
- 2.3.6.6. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training.
- 2.3.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
- 2.3.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.4. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.4.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.4.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage

Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.4.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **If an inspection of the current copier is required, please contact the County Representative’s name listed under paragraph 2.6 as soon as possible.**
- 2.6. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: Mbobbitt@boonecountymo.org.
- 2.7. **Bids will be accepted by U.S. Mail, fax or e-mail. Please fax to (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org. Please call (573) 886-4391 to confirm the County’s receipt of your quote.** Bids may be mailed to: Boone County Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201.
- 2.8. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices shall be sent to the respective office detailed in paragraph 2.2.

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 must be answered and if not applicable, the section must 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, 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. **Or for this bid, we are accepting fax or e-mailed bids.**
- 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*.
- 3.3 **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 Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

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. **U.S. mail only.**
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.



INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprex/proc/programs/ge_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you download when contracting. The link for that form is:

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

Additional information may be obtained from:

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

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



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 06-20JAN12 – Photocopier Maintenance – Circuit Clerk

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

N/A

EPLS

Excluded Parties List System



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : **sumner**
 State : **MISSOURI**

As of 30-Jan-2012 3:40 PM EST
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

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

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

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 award bid 03-19JAN12 -- Alternative Sentencing Center - Renovation to Rhad A. Baker Construction LLC. 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
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: January 26, 2012
RE: 2nd Reading: 03-19JAN12 – Alternative Sentencing Center – Renovation

The Bid for the Alternative Sentencing Center – Renovation opened in Commission on January 19, 2012. Eleven bids were received. Recommendation for award is Rhad A. Baker Construction LLC of Fulton, Missouri for offering the lowest responsive bid for Boone County. Huebert Builders, Inc offered a lower bid, however, their bid was not responsive due to their bid excluding the plumbing and HVAC work.

Contract is for \$120,169.00 and will be paid from department 4062 – 607 E. Ash Alternative Sentencing, Account 71201 – Construction Cost (Materials).

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities
Jason Gibson, Auditor
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Rhad A. Baker Construction LLC**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 03-19JAN12 – Boone County Alternative Sentencing Center - Renovation
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid, plans, and specifications for \$120,169.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders
Bid Response
Statement of Bidder's Qualifications
Instructions to Bidders
Bidding Guidelines
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Work Authorization
Insurance Requirements
Contract Conditions
Application – Criminal Background Check
Contract Agreement
Performance Bond
Labor and Material Payment Bond
General Specifications
Technical Specifications
Special Provisions
Affidavit – OSHA Requirements
Affidavit – Prevailing Wage
State Wage Rates
Prevailing Wage Order #18 With Excessive Unemployment in Effect
Boone County Standard Terms and Conditions
List of Drawings
Any Applicable Addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with all applicable Missouri laws and regulations.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: **\$120,169.00**

One Hundred Twenty Thousand One Hundred Sixty Nine Dollars and Zero Cents (\$120,169.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 2/16/2012 at Columbia, Missouri.

(Date)

CONTRACTOR:

RHAD A. BAKER CONSTRUCTION LLC

OWNER, BOONE COUNTY, MISSOURI

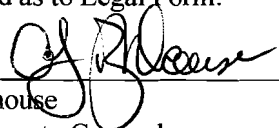
By: 
Authorized Representative Signature

By: 
Daniel K. Atwill, Presiding Commissioner

By: Rhad Baker
Authorized Representative Printed Name
Title: Pres

Approved as to Legal Form:

ATTEST:


CJ Dykhouse
Boone County Counselor


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

4062 / 71201 - \$120,169.00

June Pitchford by jfy 02/16/2012 _____
Signature Date Appropriation Account

BID FORM
Boone County Alternative Sentencing Center Renovation
Bid Number 03-19JAN12

To: Boone County Purchasing Office
613 E. Ash Street, Room 110
Columbia, Mo. 65201

For: Boone County Alternative Sentencing Renovation
607 E. Ash Street
Columbia, Mo. 65201

Date:

From: Rhonda A. Parker Construction LLC hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Boone County Alternative Sentencing Center Renovation and dated January 3, 2012, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications, Drawings and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Bid lump sum of:

one hundred and twenty thousand one hundred sixty nine ⁰⁰/₁₀₀ \$ 120,169.⁰⁰/₁₀₀

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

1/19/12

ADDENDUM NUMBER

#1

COMPANY NAME: Rhad A. Baker Construction LLC

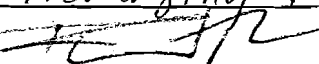
ADDRESS: 4851 CO Rd 219

CITY, STATE, ZIP: Fulton MO 65251

PHONE NUMBER: 573-489-6470

AUTHORIZED REPRESENTATIVE: Rhad Baker

TITLE: Managing member

SIGNATURE: 

List Project Manager and Field Superintendent to be assigned to the Project (name and brief experience summary)

Rhad Baker, owner for last 12 years, project manager for every project completed.

List all work to be self performed by the Bidder on this project.

Demolition, trim & case work,

List all Sub-Contractors to be utilized on this project.

Excel Drywall

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: Boone County Alternative Sentencing Renovation
Bid Number: 03-19JAN12**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and exclude Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Boone County Alternative Sentencing Center Renovation dated January 3, 2012 together with the Architect Project Manual, Alternative Sentencing Center Renovation Plans/Drawings attached to this bid.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

The Bidder, hereby agrees to complete the work on the Boone County Alternative Sentencing Center Renovation project herein specified before the completion date and to allow a deduction of \$500.00 dollars per working day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date. Time is of the essence of this contract.

The Bidder, hereby agrees to complete the work on the Boone County Alternative Sentencing Remodel Project herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

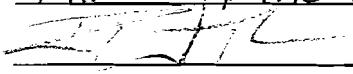
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Rhad A. Baker Construction LLC
By: 
(Signature)
RHAD BAKER
(Print or Type Name)
Title: Managing Member
Address: 4851 Co Rd 219
City, State, Zip: Fulton MO 65251
Phone: 573-489-6470
Fax: 573-642-3464
Date: 1/19/12

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

- 1. Name of Bidder: Rhad A. Baker Construction LLC
- 2. Business Address: 4851 CORP 219
Fulton MO 65251
- 3. When Organized: 6/1999
- 4. When Incorporated: 9/2004 (LLC)
- 5. If not incorporated, state type of business and provide your federal tax identification number:
20-4501223
- 6. Number of years engaged in contracting business under present firm name:
7 years
- 7. If you have done business under a different name, please give name and location:
Rhad Baker Construction
- 8. Percent of work done by own staff: _____
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
- 10. Have you ever defaulted on a contract? NO
- 11. List of contracts completed within the last four years, including value of each:
See attached.
- 12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

a. Previous Experience

Concession and Maintenance Building

Owner: Mexico 59 School District

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$329,000.00

Completed October 2011

130 x 42 Metal concession and maintenance building

Plastics Facility Renovation

Owner: Mexico 59 School District

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$49,700.00

Completed October 2011

Renovated existing building to be a new bus barn and offices

Providence Bikeway South

Owner: City of Columbia

Contact Name: David Bugg, 573-999-9105

Contract Value: \$705,000.00

Completed July 2011

Poured a 9,000+ 10 foot wide path, poured detectable warnings, speed tables, etc.

Facilities Renovation Phase I and Handicap Ramp

Owner: Fulton Public Schools

Contact Name: Bill Rice, Construction Manager, 314-704-9177

Contract Value: \$154,000.00

Completed March 2011

Various renovations and upgrades to school, including construction of new offices, replacement of doors, and added security measures

Cloverdell Park Disc Golf pads

Owner: City of Sedalia Parks and Recreation

Architect: City of Sedalia, Mark Hewitt, 660-826-4932

Completed August 2010

Contract Amount: \$11,000.00

Poured concrete pads in city park

Liberty Park Concession stand addition

Owner: City of Sedalia Parks and Recreation

Architect: City of Sedalia, Mark Hewitt, 660-826-4932

Completed August 2010

Contract Amount: \$55,000.00

Poured concrete footings, floor, and walls, framed addition and did finish work

Juvenile Justice Center Parking Lot

Owner: Boone County

Architect: Trabue, Hansen, and Hinshaw

Contractor: Steve and Associates, Ryan Arrowood, 220-3653

Completed November 2009

Contract Amount: \$76,000.00

Poured concrete parking lot

Cloverdell Park Sidewalks and Bleacher pads

Owner: City of Sedalia Parks and Recreation

Architect: City of Sedalia, Mark Hewitt, 660-826-4932

Completed August 2009

Contract Amount: \$36,130.15

Poured concrete sidewalks and bleacher pads

Building Addition

Owner: Public Water Supply District No. 4 of Boone County

Architect: N/A

Completed August 2009

Contract Amount: \$34,671.53

Repair Outdoor Track-Missouri School for the Deaf, Fulton, Missouri

Owner: State of Missouri

Architect: J. Kent Deaton Engineers

Contact Name: Ian Hagan, Construction Manager, 573-239-0269

Completed November 2008

Value: \$643,844.81

Extended track by pouring additional concrete, poured a v-ditch and all excavation work to ensure water would drain away from track

Harris Shelter, Cosmo Park, Columbia, Missouri

Owner: City of Columbia

Contact Name: Mike Snyder, 573-864-7204

Completed November 2007

Value: \$63,000.00

Replace Roof, Fulton Power Plant, Fulton, Missouri

Owner: City of Fulton

Contact Name: Brad Hammon, 573-592-0333

Completed September 2007

Value: \$24,500.00

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Callaway

Rhad Baker, being first duly sworn, deposes and

says that he is Managing Member
(Title of Person Signing)

of Rhad A. Baker Construction LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By _____

By _____

Sworn to before me this 19th day of January, 20 12

Vickie J. Naes
Notary Public

My Commission Expires 10/11/2015

VICKIE J. NAES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
Commission # 11303795
My Commission Expires: 10/11/2015

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Callaway

On this 19th day of January, 20 12

before me appeared Rhod Baker to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

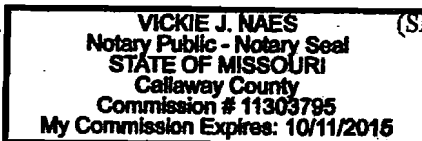
~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the Managing Member
President or other agent

of Rhoda Baker Construction LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Fulton, Mo the day and year first above written.



(SEAL) Vickie J. Naes Notary Public

My Commission expires October 11, 20 15.

E-Verify



Company ID Number: 175717

Approved by:

Employer: Moresource, Inc.

Sheila D. Johnson

Name (Please Type or Print)

Electronically Signed

Signature

01/05/2009

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Electronically Signed

Signature

01/05/2009

Date

This MOU applies to only those employees leased to, leased from, or paid through Moresource, Inc.

This MOU applies to only those employees leased to,
leased from, or paid through Moresource, Inc.

If this MOU is presented by any entity
other than MSI, please call 573-443-1234 to verify.

This MOU applies to only those employees leased to,
leased from, or paid through Moresource, Inc.

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other than MSI, please call 573-443-1234 to verify.

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Western Surety Company

BID BOND
(Percentage)


Bond Number: 71218034


KNOW ALL PERSONS BY THESE PRESENTS, That we Rhad A. Baker Construction, LLC of 4851 County Rd. 219, Fulton, MO 65251, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto County of Boone, Purchasing Department of 613 E. Ash St., Room 110, Columbia, MO 65201, hereinafter referred to as the Obligee, in the sum of Five (5%) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Boone County Alternative Sentencing Center Renovation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of January, 2012

Rhad A. Baker Construction, LLC
(Principal)
By  (Seal)

Western Surety Company
(Surety)
By  (Seal)
KATHERINE D MORIN Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71218034

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint KATHERINE D MORIN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Rhad A. Baker Construction, LLC

Obligee: County of Boone, Purchasing Department

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 19, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of January, 2012.

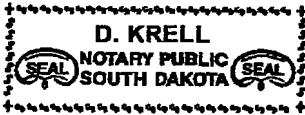
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of January, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of January, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President



BOONE COUNTY, MISSOURI
Request for Bid #: 03-19JAN12 – Boone County Alternative Sentencing – Renovation

ADDENDUM #1 - Issued January 12, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications 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:

The County received the following questions and are providing a response below:

- 1) **Question:** Regarding the Test and Balance. On the MEP page it says no certified balance is required, but in the specification book, it appears that it is. Please clarify.

Response: Test and balance must be completed for the lower level only. Certified test and balance for the upper level is not required.

- 2) **Question:** Section 2 says there is a \$500 per day penalty and right under that it says \$100 per day. What is the penalty for not completing on time? What is the project completion date?

Response: \$100.00 per day penalty for each day past the completion date on or before May 11, 2012.

- 3) **Question:** Will the boiler removal be completed by Owner or Contractor?

Response: Boone County will remove the boiler.

Attached to this addendum is a list of pertinent changes and clarifications from the Architect:

ADDENDUM #1-Bid Number 03-19JAN12

DATE: **January 13, 2012**

TO BIDDING DOCUMENTS ENTITLED:

**Boone County
Alternative Sentencing Center Renovations**

PWA PROJECT NUMBER: 201119

PREPARED FOR: County of Boone, Missouri

CONSULTANT: **Peckham & Wright Architects
Attn: Erik Miller, AIA
15 South Tenth Street
Columbia MO 65201
Telephone: (573) 449-2683
Fax: (573) 442-6123
Email: emiller@PWArchitects.com**

Drawings and Specifications for the above noted project 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:

Specifications:

1. **Section 01 1000 Summary:** Item 1.04 A Project Schedule: Change to Read:
A. The Project should be substantially completed on or before May 11, 2012.
2. **Section 09 3000 Resilient Flooring, Section 09 6500 Resilient Flooring and Section 09 6813 Tile Carpeting:** Clarification: The intent of the specification is to require the contractor to provide smooth transitions between high and low spots in the floor that will provide a smooth and flat surface. This does not require that the floor be level but that the transitions be smooth. Consult with Architect to determine areas of transition that may be required due to existing floor levelness issues. Transitions should occur along lines parallel and perpendicular to walls.

Mechanical Drawings:

1. **Clarification-**Sheet M1 in the package is included in the drawings for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Mechanical Unit Replacement. Sheet M1 is not part of the scope of work for this project and is by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Mechanical Unit Replacement Contractor awarded under a separate contract.

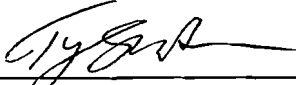
Electrical Drawings:

1. **Clarification-Sheet E1:** Detail Labeled "Roof Power Plan-Grant" and associated notes are included in the drawing for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Mechanical Unit Replacement. This Detail and associated notes are not part of the scope of work for this project and are by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Mechanical Unit Replacement Contractor awarded under a separate contract.

Plumbing Drawings:

1. **Clarification-Sheet P1** in the package is included in the drawings for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Mechanical Unit Replacement. Sheet P1 is not part of the scope of work for this project and is by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Mechanical Unit Replacement Contractor awarded under a separate contract.

Response:

By: 
Tyson Boldan, Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **03-19JAN12 – Boone County Alternative Sentencing – Renovation** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

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

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

PRE-BID CONFERENCE SIGN IN SHEET

03-19JAN12 – Boone County Alternative Sentencing Center Renovation
 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

	Representative Name	Business Name	Telephone Number	Fax Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391	886-4390
2.	Bob Davidson	Boone County Facilities Maintenance	886-4401	
3.	Michael Beyer	G.B.H Builders.	893-3633	893-5847
4.	Geoff Fritz Bob Kunkel	J. Louis Crew	443-2488	-3469
5.	John D. McAfee	McAfee Construction, Inc.	474-4397	474 0160
6.	Bob Coleman	SPECIALIZED MECH SERV	573 881-3340	
7.	Mark Schutte	STAR HEATING	573 881-9143	875-3080
8.	Larry Jones	Schneider Electric	573-636-4101	573-636-4424
9.	JAMES WIEDERL	VERSUES CONST. CO. INC.	573-395-4323	573-395-4614
10.	GARY E. DORR	FIVE OAKS ASSOCIATES	573-682-1314	573-682-9514
11.	CRAIG SIMON	PROFESSIONAL CONTRACTORS & ENGINEERS, INC	573-442-1113 x222	573-875-4478
12.	Chris Hentges	SIRCAL Contracting	573-893-5977	573-893-5509
13.	JIM LEWIS	Air MASTERS Corp	573-442-6100	573-442-6104
14.	LEE PEDERSON	HUEBERT BUILDERS, INC	573-449-4996	573-448-1032
15.	DON LONG	Master Tech	573-777-7777	573-446-5901
16.	DOUG PLATT	SHEET METAL WORKERS	573 642-1833	573-642 6910
17.	Clay Grannemann	Braun Plastering	573 893-3432	573-893-7479

PRE-BID CONFERENCE SIGN IN SHEET

03-19JAN12 – Boone County Alternative Sentencing Center Renovation
 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

Wednesday, January 11, 2012, 9:30 a.m. central time

	Representative Name	Business Name	Telephone Number	Fax Number
18.	Teresa Matthews	Questec Mechanical	875-0260	875-0299
19.	Kelley Ballenger Eiselle Ballenger	Ballenger Enterprises	424-8359	445-2467
20.	Phillip Porter	Air Systems	877-0700	445-3588
21.	STEVE BURR	WAUCO	573-893-4880	573-893-4312
22.	Wayne Martin	Maverick Construction, LLC	636-462-1392	636-462-1355
23.	Mike Stallings	Crawford Const	573-875-1250	874-8656
24.	Jason Gibson	Boone County Auditors		
24.	John Pitchford	BoCo Auditor		
26.	Kathy [unclear]	13 th Circuit Court		
27.	Dylan Powell	Feethaw & Wright Arch.	573-449-2683	
28.				
29.				
30.				
31.				
32.				
33.				
34.				



BOONE COUNTY, MISSOURI
Request for Bid #: 03-19JAN12 – Boone County Alternative Sentencing – Renovation

ADDENDUM #2 - Issued January 18, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications 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:

The County is providing the following for informational purpose:

Drug testing and CASA located in the basement of the Alternative Sentencing Building at 607 E. Ash Street will move to County owned Lifestyles building during the renovation of the building. Administrators and staffing activities upstairs of the Alternative Sentencing Building will continue during the renovation.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **03-19JAN12 – Boone County Alternative Sentencing – Renovation** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

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

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

PERFORMANCE BOND

Bond # 71225975

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Rhad A. Baker Construction, LLC

as Principal, hereinafter called Contractor, and Western Surety Company

a Corporation, organized under the laws of the State of South Dakota and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound into the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of One Hundred Twenty Thousand One Hundred Sixty Nine and no/100 Dollars, (\$120,169.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated January 26, 2012 entered into a Contract with Owner for:

**BID NUMBER 03-19JAN12
Alternative Sentencing Center – Renovation
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by

Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia MO., on this 2nd day of February, 2012.

Rhad A. Baker Construction LLC

(Contractor)

(SEAL)

BY: 

Western Surety Company

(Surety Company)

(SEAL)

BY: 

Katherine D. Morin

(Attorney-In-Fact)

BY: 

Katherine D. Morin

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Western Surety Company

Phone Number: 605-336-0850

Address: PO Box 5077

Sioux Falls SD. 57117

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Rhad A Baker Construction, LLC
as Principal, hereinafter called Contractor, and Western Surety Company

a corporation organized under the laws of the State of South Dakota,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, for the use and benefit of claimants as herein below defined, in the amount of
One Hundred Twenty Thousand One Hundred Sixty Nine and no/100----- DOLLARS

(\$ 120,169.00----). for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated January 26, 2012 entered
into a contract with Owner for

**BID NUMBER 03-19JAN12
Alternative Sentencing Center – Renovation
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract
is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia MO on this 2nd day of February 2012.

CONTRACTOR Rhad A Baker Construction LLC (SEAL)

BY: 

SURETY COMPANY Western Surety Company

BY: 

(Attorney-In-Fact) Katherine D. Morin

BY: 

(Missouri Representative) Katherine D. Morin

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number).

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71225975

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint KATHERINE D MORIN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Rhad A. Baker Construction, LLC

Obligee: County of Boone, Purchasing Department

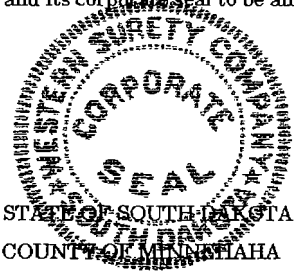
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 1, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of February, 2012.



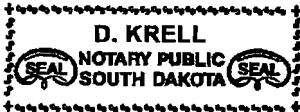
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 1st day of February, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of February, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President



RHADA-1

OP ID: TW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/12

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

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

PRODUCER Gallaher - Moresource 401 Vandiver Drive Columbia, MO 65202 Moresource Incorporated	800-495-5678	CONTACT NAME:
	573-441-1225	PHONE (A/C, No, Ext):
		FAX (A/C, No):
E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A : First Comp Underwriters
INSURED Rhad A Baker Construction, LLC 401 Vandiver Dr Columbia, MO 65202		INSURER B : Acuity A Mutual Insurance Co.
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		XX22248	07/22/11	07/22/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		XX22248	07/22/11	07/22/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			XX22248	07/22/11	07/22/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0072970-04	03/07/11	03/07/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Contractor - Certificate holder named as additional insured, 30 days notice of cancellation given on general liability and auto per attached endorsement IL-7002

CERTIFICATE HOLDER**CANCELLATION**

BOONE-4

County of Boone
Attn: Purchasing
573-886-4390
601 E. Walnut Rm 208
Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTICE OF CANCELLATION ENDORSEMENT

IL-7002(10-90)

All Coverage Parts included in this policy are subject to the following condition:

If we cancel this policy, for any reason other than

nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

**Person or Organization
(Name and Address)**

**Advance Notice
(Days)**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

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

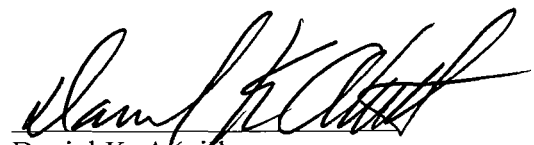
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby ratify the attached annual certification of the Emergency Management Performance Grant.

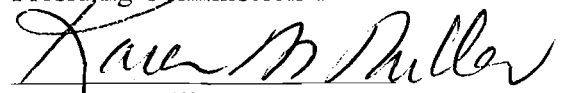
Done this 16th day of February, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

EMERGENCY MANAGEMENT PERFORMANCE GRANT

ANNUAL CERTIFICATION

AGENCY INFORMATION **

AGENCY NAME	<u>Columbia/Boone County Emergency Mgt.</u>	SUBMISSION DATE	<u>2/14/2012</u>
ADDRESS	<u>17 N. 7th St., Suite A</u>	PERIOD COVERED	<u>01/01/12 - 12/31/12</u>
CITY/MO/ZIP	<u>Columbia, MO 65201</u>	COUNTY	<u>Boone</u>
EMD NAME	<u>Zim (Irene) Schwartze</u>	CURRENT POPULATION	<u>162,000.00</u>
EMD EMAIL	<u>zim@gocolumbiamo.com</u>	DUNS NUMBER	<u>71989024</u>
EMD PHONE	<u>573-874-7400</u>	FEIN NUMBER	<u>43-6000-810</u>

** Provide a copy of the jurisdiction's ordinance, court order, etc that established the jurisdiction's Emergency Management Agency.

FEDERAL FUNDING

Will you meet the seven "Basic" Capabilities identified on the Statement of Work?

YES-> X NO-> _____

Does your jurisdiction expend more than \$500,000 (total of all Federal funds), per calendar year?
(Circular A-133, Audits of State, Local Governments and Non-Profit Organizations)

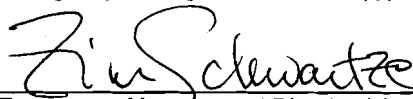
YES-> X NO-> _____

CERTIFICATIONS

We certify that we will accomplish the proposed program to the best of our ability, will provide the necessary support to accomplish completion, and understand and agree that completion of, or progress toward, said proposed program is a condition for participation in the Emergency Management Performance Grant Program.

Zim (Irene) Schwartze

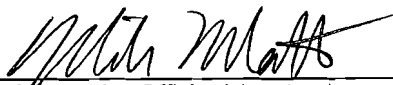
Emergency Management Director (type or print)



Emergency Management Director (signature)

Michael Matthes, City Manager

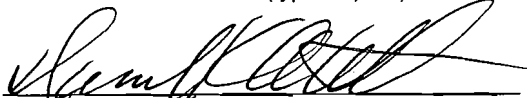
Chief Executive Official (type or print)



Chief Executive Official (signature)

Dan Atwill, Presiding Commissioner

Chief Executive Official (type or print)



Chief Executive Official (signature)

NOTE: Please complete and attach the proposed Budget, Staffing Pattern, Position Descriptions, Training & Exercise Worksheet, Current Equipment Form, justifications and obtain the signatures of the Emergency Management Director & Chief Executive Officer(s) for the above certification.

**BUDGET FOR PERSONNEL AND ADMINISTRATIVE EXPENSES
EMPG PROGRAM**

1. Name of Emergency Management Organization Columbia/Boone County Emergency Mgt.		2. Address 17 N. 7th Street, Suite A; Columbia, MO 65201		3. Fiscal Year FY 2012	
		Subdivision Budget	Federal Share 50%	Remarks	
4.	Personnel	96,790	48,395		
5.	Fringe Benefits	41,962	20,981		
6.	Travel	2,500	1,250		
7.	Equipment--Written Justification Required		0		
8.	Supplies	10,650	5,325		
9.	Construction--Written Justification Required		0		
10.	Consultants/Contracts--Written Justification Required		0		
11.	All Other Allowable Expenses	66,100	33,050		
12.	Total	218,002	109,001		
<p>DIRECTIONS (Please read before completing Form)</p> <ol style="list-style-type: none"> 1. Fill in Emergency Management Agency's name. 2. Fill in Emergency Management Agency's address. 3. Fill in Fiscal Year. 4. Amount budgeted for salaries and wages should match the total of Column 2 of the attached Staffing Pattern. 5. Amount budgeted for fringe benefits. 6. Amount budgeted for travel. (lodging, mileage allowance, transportation, meals while in travel status, etc) 7. Amount budgeted for equipment. Equipment means property having a useful life of at least two (2) years and a unit cost that equals or exceeds \$1,000. Items must be on the Authorized Equipment List (AEL) for EMPG found at https://www.rkb.us Attach a written justification in narrative form with the application. 8. Amount budgeted for supplies. 9. Amount requested for construction. Attach a written justification in narrative form with the application. 10. Amount budgeted for consultants / contracts. Attach a written justification in narrative form with the application. 11. Amount budgeted for all other administrative costs. 12. Sum each column. Calculate the federal share by dividing each budget category by 2. 					

INSTRUCTIONS:

List all positions that are involved in the jurisdiction's emergency management organization and that may have emergency-management related costs. Include:

- a) Positions for which you'll claim personnel costs (lines 15 through 23). Also submit a Position Description of each position.
- b) Positions for which no wages will be claimed but which may incur travel or other emergency management costs (lines 27 through 43).

STAFFING PATTERN				FISCAL YEAR	
				2012 (01/01/2012 - 12/31/2012)	
NAME OF ORGANIZATION				STATE:	DATE:
				Missouri	02/14/12
POSITION TITLE (1)	GROSS ANNUAL SALARY FOR EMERGENCY MANAGEMENT (2)	ANNUAL FRINGE BENEFITS FOR EMERGENCY MANAGEMENT (3)	PERCENTAGE OF TIME IN EMERGENCY MANAGEMENT (4)	DATE HIRED OR VACANCY (Mo/Yr) (5)	NAME (required) (6)
Emergency Management Director	\$ 46,400.00	\$ 24,516.00	50%	5/2009	Zim (Irene) Schwartz
Assistant Director	\$ 5,482.20	\$ 2,011.80	10%	5/2009	Joe Piper
Administrative Assistant	\$ 9,789.30	\$ 4,301.40	30%	10/2005	Mary Pat Murphy
Communications Officer	\$ 8,531.80	\$ 3,630.60	20%	10/1988	Marc Kirkpatrick
Public Information Officer	\$ 9,538.20	\$ 729.67	70%	2/2009	Scott Smith
GIS Coordinator	\$ 8,530.00	\$ 3,387.80	20%	1/2000	Brian Maydwell
GIS Coordinator	\$ 8,518.40	\$ 3,385.00	20%	10/2009	Scott Patterson
Positions for which no salary contributions are requested:					
TOTAL (Must match Budget line 4&5, Personnel & Benefits)	\$ 96,789.90	\$ 41,962.27			

Category	Capability	ACHIEVED IN PRIOR YEAR	QUARTERLY REPORT; (X) ACTUAL COLUMN WHEN TASK IS COMPLETED							
			Jan-Mar		Apr-Jun		Jul-Sep		Oct-Dec	
			Planned Activities	Results	Planned Activities	Results	Planned Activities	Results	Planned Activities	Results
Resources and Logistics	Staging Areas <i>Keep Documentation: Written list of staging areas with location, capacity, and management responsibilities identified. Include map with locations of staging areas identified.</i>									
	Points of Distribution (POD) <i>Keep Documentation: Written list of PODs with location, capacity, and management responsibilities identified. Include map with POD locations identified.</i>									
	Jurisdiction Resource List--Public/Private <i>Keep Documentation: Written list of potentially available resources from public and/or private entities with location, type/quantity of resource, and 24/7 contact information.</i>									
	Review/Update/Expansion of any of the items listed above <i>Same documentation as required for the selected capability.</i>									
Emergency Management Outreach & Collaboration	Attend Regional Homeland Security Oversight Committee (RHSOC) meetings <i>Keep Documentation: Copies of meeting agenda and sign-in sheets.</i>	X	X		X		X		X	
	Attend Local Emergency Preparedness Committee/District (LEPC/LEPD) meetings <i>Keep Documentation: Copies of meeting agenda and sign-in sheets.</i>	X	X		X		X		X	
	Boone County Health Dept and Emergency Management Committee (the CBCHMEPC) meetings <i>Keep Documentation: Copies of meeting agenda and sign-in sheets.</i>	X	X		X		X		X	
	Identify and list other emergency management-related activities. (Examples may include: conducting emergency management-related briefings for local civic groups, host/conduct NWS Spotter training, NOAA Weather Radio initiatives/activities, Faith-Based Initiative activities, etc.)									
	While this category provides the jurisdiction a great deal of flexibility, you must be able to clearly demonstrate how the initiative enhances the overall preparedness of the community and/or state. (List specific activity) <i>Documentation: Documentation would be specific to the capability accomplished, but could include copies of the meeting agenda and sign-in sheets, a letter from the head of the civic group explaining what was briefed, NWS sign-in sheets, a copy of flyers or other documents describing the initiative, listing participants, etc. Actual documentation requirement will be identified by SEMA when the initiative is approved.</i>									
	Attend SEMA/MEPA Conference <i>Documentation: Confirmed Registration</i>									
	NWS Spotter Training (Will provide sign-in sheets and Confirmed Registration.)	X	X							
	Red Cross Blood Drive (Will provide promotion materials and attendance info.)	X	X							
Information Booth at 3-day Home Show (Registration confirmation, time sheets.)	X	X								

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

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 authorize a closed meeting on Tuesday, February 21, 2012, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 16th day of February, 2012.

ATTEST:

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

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

Absent
Skip Elkin
District II Commissioner