

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 23rd day of December 20 08

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

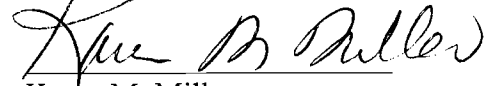
Now on this day the County Commission of the County of Boone does hereby accept the report from Family Court Services regarding the Fostering Court Improvement JCIP Sub-Grant: Local Court Enhancements.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available up to \$3000 for each of the eleven project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit funding request on this form, along with budgets and justification for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets after costs have been incurred.

Budget Request

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunch-food	\$1,350.00	e. Life Book Materials(scrapbooks, stickers, card stock)	\$400
b. Large Dry Erase Board	\$350.00	f. Software to make greeting cards for kids/families	\$50
c. 2-dry erase flip charts	\$450.00	g.	
d. 100 disposable cameras	\$400.00		

2. Total Budget Request \$ 3000.00

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?

Our FCI team meets monthly on a regular basis. These meetings are always scheduled over the lunch hour as it is the one time that most of us have available and are free to attend. We have approximately 20 persons who attend our meetings. These meetings allow us to review our goals and objectives in order to meet our goals. It is also an opportunity for our team to evaluate our progress and determine what does and does not work. We are requesting funds to cover the cost of lunch provided at ten meetings for approximately 20 people.

We have applied for funds through the Multi-Disciplinary RFP and if awarded will use those monies to hold monthly workshops/trainings on as we need improvement on in order to achieve permanency for children sooner. We are asking for a large dry erase board in the Boone Juvenile Office to be used for these trainings along with our parent education program. We are also asking for funds to pay for two dry erase/flip charts w/easels. These will both be used for the workshops/trainings to be held in Boone and Callaway Counties. These will enhance our trainings and allow for them to be more interactive.

2. Provide a timeline and description of how the funding will be used.

(Funding must be spent and OSCA must be billed by September 10, 2009)

Monthly meetings beginning in December and running through September-(ten meetings)-lunches

Dry Erase Boards/dry erase and flip chart easels-if approved, will be purchased in January 2009

Disposable Cameras/Life Book Materials-if approved, will be purchased in January 2009

Software for greeting cards-if approved will be purchased in January 2009.

For OSCA Internal Use Only

	Yes	No
1. Does this request fall within the scope of the Fostering Court Improvement Program?		
2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds?		
3. Is it clear that funding will be expended and billed to OSCA by September 10, 2009?		
4. Are there any special terms or conditions attached to this award?		

Authorization (please both sign and print your name)

Circuit	Signature – Presiding Judge	Date
OSCA	Division of Court Programs and Research	Date

Return to:

**Office of State Courts Administrator, Contracts Section
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110**

Con't page two:

Finally, we are asking for money to purchase disposable cameras and life book materials for kids that are in care as well as software to make greeting cards for children and families. In our most recent workshop, *Finding the Right Placement and Visitation Plan*, we discovered that many of our youth in care are losing touch with their birth families and that we are not doing a good enough job educating our placement providers on the importance of the birth family and the losses both the child and parent endure. We felt that by starting a life book for kids as they come into care, we could hopefully maintain them through their placement provider. Having the disposable cameras will give the children in care an opportunity to take pictures of their birth family at visits or other significant events. The software will be used to create birthday and holiday cards for children. All of these will enhance children and families' ability to remain connected regardless of the outcome of the permanency plan. We believe this will help both the children and parents deal with their loss and separation, and will hopefully help us move along with the permanency plan.

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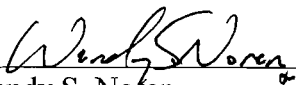
In the County Commission of said county, on the 23rd day of December 20 08

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

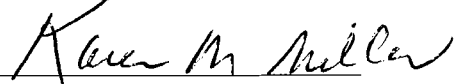
Now on this day the County Commission of the County of Boone does hereby authorize the transfer of Angela Ayers to Position No. 728 – Administrative Deputy at 113% of Mid-Point.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Nofen
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Angela Ayers Department Sheriff's 1251

Position Title Administrative Deputy Position No. 281 728

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$21.62 % of Mid-Point 113%

No. of employees in this job classification within your Department? 0

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Angela has worked for Boone County Sheriff's Department since Feb. of 1992, she will be assuming some of the responsibilities of Captain Braun upon her retirement as part of the Sheriff's restructuring plan.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: There are no other employees in the same classification as this is a new position unique to the Sheriff's Department

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This promotion should not affect any other employee.

Additional comments: Angela Ayers is assuming more responsibilities as per the Sheriff's restructuring plan. This position was reviewed and approved by the Job Classification Committee and the Boone County Commission as per commission order number 467-2008.

Administrative Authority's Signature: Dwayne Carey Date: 12-15-08

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Karen Frederick Date: 12/17/08

Will require additional budget in future years = \$5,699 + related payroll taxes & benefits (\$2.74/hr x 2080)

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: Betty Dichneite Date: 12-19-08

County Commission Approve Deny
Comment(s): _____

Presiding Commissioner's Signature: _____ Date: _____

District I Commissioner's Signature: Karen M. Miller Date: _____

District II Commissioner's Signature: Skiper Date: 12/23/08

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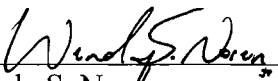
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the following, among other proceedings, were had, viz:

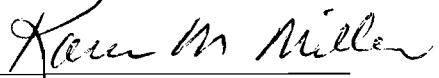
Now on this day the County Commission of the County of Boone does hereby authorize the transfer of Leasa Quick to Position No. 729 – Budget Administrator at 118% of Mid-Point.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Leasa Quick Department Sheriff & Corrections 1251/1255

Position Title Budget Administrator Position No. ~~108~~ 729

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$19.90 % of Mid-Point 118%

No. of employees in this job classification within your Department? 0
Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Leasa has worked for Boone County Sheriff's Department since June of 1986 and has been working with the Sheriff's and Corrections budgets since October 1994. This position is assuming some of the responsibilities of Captain Braun upon her retirement as part of the Sheriff's restructuring plan.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: There are no other employees in the same classification as this is a new position unique to the Sheriff's Department

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This promotion should not affect any other employee.

Additional comments: Leasa Quick is assuming more responsibilities as per the Sheriff's restructuring plan. This position was reviewed and approved by the Job Classification Committee and the Boone County Commission per commission order 467-2008.

Administrative Authority's Signature: Wayne Carey Date: 12-15-08

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
Auditor's Signature: Karen Frederick Date: 12/17/08

Will require additional budget in future years = \$3,869 + related payroll taxes & benefits (\$1.86/hr x 2080)

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: Betty Dushneite Date: 12-19-08

County Commission Approve Deny
Comment(s): _____

Residing Commissioner's Signature: _____ Date: _____
District I Commissioner's Signature: Karen M. Mullin Date: 12/23/08
District II Commissioner's Signature: [Signature] Date: 12/23/08

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December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 23rd day of December 20 08


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

Now on this day the County Commission of the County of Boone does hereby authorize the transfer of Britt Shea to Position No. 727 – Sergeant at 108% of Mid-Point.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Britt Shea Department Sheriff's

Position Title Sergeant Position No. 727

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$23.22 % of Mid-Point 108%

No. of employees in this job classification within your Department? 12
Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Britt has been an employee of the Sheriff's Dept. since January 1999, and was promoted to investigator on 1-31-04 this position is part of the Sheriff's restructuring plan.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: This position will not exceed the other Sergeant positions with the exception of one. That person does not have as much service time, and should not be affected by this promotion. The proposed salary for this position is derived from the same procedure as the aforementioned employee.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? There are 12 other employees in the same classification as this position. This salary increase is below most all of the other Sergeants with comparable service time.

Additional comments: This position is part of the Sheriff's restructuring plan. This position was reviewed and approved by the Job Classification Committee and the Boone County Commission as per commission order number 467-2008.

Administrative Authority's Signature: [Signature] Date: 12-22-08

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Karen Frederick Date: 12/22/08

Will require additional budget in future years = \$1726 + related payroll taxes & benefits (\$0.83 X 2080)

Human Resource Director's Recommendations: Recommend approval.

Human Resource Director's Signature: [Signature] Date: 12-22-08

County Commission Approve Deny
Comment(s): _____

Presiding Commissioner's Signature: absent Date: 12/23/08

District I Commissioner's Signature: [Signature] Date: 12/23/08

District II Commissioner's Signature: [Signature] Date: 12/23/08

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County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the


23rd day of December 20 08


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

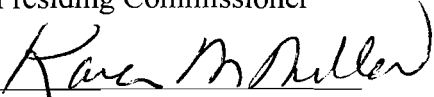
Now on this day the County Commission of the County of Boone does hereby approve Amendment Number Two – 05-11JAN05 – Office Supplies Term and Supply with Corporate Express. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said amendment.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
OFFICE SUPPLIES – TERM AND SUPPLY
BID # 05-11JAN05**

The Agreement dated February 10, 2005, made by and between Boone County, Missouri, herein "County" and Corporate Express, herein "Contractor" for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contractor shall provide a list of non-core items ordered that did not meet the 58% discount from list (DFL) (that are below Contractor's cost). For any item ordered that did not meet the discount from list (below Contractor's cost), the Contractor shall provide, upon request by County, documentation to support Contractor's cost. Contractor may not charge more than their cost on these items.
2. The contractor agrees to renew the contract under the same terms and conditions of the original contract with a 3% increase in cost for the period **January 1, 2009 through December 31, 2009.**
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CORPORATE EXPRESS
 by *[Signature]*
 title Regional VP

BOONE COUNTY, MISSOURI
 by: Boone County Commission
[Signature]
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

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

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

Signature *[Signature]* Date 12/16/08 County-Wide – Term and Supply
 Appropriation Account
No encumbrance required.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 23rd day of December 20 08


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


Now on this day the County Commission of the County of Boone does hereby award bid 62-19NOV08 – Fencing and Appurtenances Term and Supply to Custom Fence. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.


Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noreh
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
FENCING AND APPURTENANCES**

THIS AGREEMENT dated the 23rd day of December 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Custom Fence** 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 **Fencing and Appurtenances**, County of Boone Request for Bid number 62-19NOV08, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November, 11 2008** and executed by Michael Small, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2009** and extend through **December 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for three (3) **additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

CUSTOM FENCE

by Michael Snell
 title PRES.
 address RR 1 Box 165-3
Memphis Mo. 65555

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Department: 2040
 Account: 71100 Term/Supply

[Signature]
 Signature by [Signature]

12/16/08
 Date

Appropriation Account

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Custom Fence. Michael Small
Name and Title of Authorized Representative

Michael Small
Signature

12-1-08
Date

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

County of Boone)

State of Mo.)ss
)

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

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

Michael Small 11/13/08
Affiant Date

Michael Small
Printed Name

Subscribed and sworn to before me this 13 day of November, 2008.

Gail Storie
Notary Public

GAIL STORIE
Notary Public- Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2011
Commission #07522052

4. Response Form

- 4.1. Company Name: Custom Fence
- 4.2. Address: RR1 Box 165-5 me
- 4.3. City/Zip: Memphis Mo.
- 4.4. Phone Number: 660 883 5514
- 4.5. Fax Number: 660 883 5514
- 4.6. Federal Tax ID: 43-1720365
- 4.6.1. () Corporation
 () Partnership - Name _____
 Individual/Proprietorship - Individual Name Custom Fence Michael Small
 () Other (Specify) _____

4.7. **PRICING**

Description	Unit	Unit Price
4.7.1. Hourly Labor Rate	HR	\$ <u>50⁰⁰</u>
4.7.2. 4-Strand Barbed Wire	LF	\$ <u>4⁹⁶</u>
4.7.3. 5-Strand Barbed Wire	LF	\$ <u>4⁹⁶</u>
4.7.4. Woven Wire w/ 1 Strand Barbed Wire	LF	\$ <u>7⁰⁰</u>
4.7.5. Woven Wire w/ 2 Strand Barbed Wire	LF	\$ <u>7⁰⁰</u>
4.7.6. 48" Non-Climb Horse Fence	LF	\$ <u>8⁰⁰</u>
4.7.7. 60" Non-Climb Horse Fence	LF	\$ <u>8⁰⁰</u>
4.7.8. Optional 1 1/2" X 6" Rough Cut Pine Kick Board	LF	\$ <u>8⁰⁰</u>
4.7.9. 7" diam. X 8'-0" Wood Corner Brace	EA	\$ <u>29⁰⁰</u>
4.7.10. 6" diam. X 8'-0" Wood Internal Brace	EA	\$ <u>28⁰⁰</u>
4.7.11. 4" diam. X 8'-0" Wood Line Post	EA	\$ <u>12⁰⁰</u>
4.7.12. Metal T-Post - 6'-0" Minimum	EA	\$ <u>5²⁵</u>
4.7.13. 4" Yellow Pine Wood Brace with Galvanized Tie Wires	EA	\$ <u>10⁰⁰</u>
4.7.14. 2" Galvanized Pipe Brace	EA	\$ <u>22⁰⁰</u>
4.7.15. U-Channel Post Brace	EA	\$ <u>27⁰⁰</u>
4.7.16. Gate Brace	EA	\$ <u>20⁰⁰</u>
4.7.17. 4' Gate	EA	\$ <u>100⁰⁰</u>

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Custom Fence Michael Small
Applicant

11/13/08
Date

Michael Small
Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **62-19NOV08**
Commodity Title: **Fencing and Appurtenances Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY – NOVEMBER 19, 2008**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **WEDNESDAY – NOVEMBER 19, 2008**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for 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. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
- 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** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and installation of **Fencing and Appurtenances** as specified herein.
- 2.1.1. **Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2009 through December 31, 2009**. This contract is subject to renew annually for **three (3) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **MINIMUM MATERIAL SPECIFICATIONS AND TECHNICAL REQUIREMENTS**
- 2.6.1. **Scope of Work and General Materials** - Installation of the following:
- woven wire fencing with one strand of barbed wire complete in place,
 - woven wire fencing with two strands of barbed wire complete in place,
 - 4-strand barbed wire fencing,
 - 5-strand barbed wire fencing,
 - 48 inch Non-Climb Horse fencing, with optional kick board,
 - 60 inch Non-Climb Horse fencing, with optional kick board,
 - channel crossing fencing with provided approved plans from Boone County,
 - water crossing gates with provided approved plans from Boone County, and
 - entrance gates with provided approved plans from Boone County.
- 2.6.2. **Product Specifications**
- 2.6.2.1. **Woven Wire** - ASTM A392, top and bottom wire 10 gauge, filler wire 12.5 gauge at 6 inch spacing, wire height 47 inch with a weight of 286 pound per 20 rod roll.
- 2.6.2.2. **Barbed Wire** - 12.5 gauge 4 point barbs at 5 inch on center, ASTM A121 Class 1 zinc coating with a weight of 87.75 pounds per quarter mile.
- 2.6.2.3. **Non-Climb Horse Fence** - Top and bottom wire 10 gauge, filler wire 12.5 gauge at 2 inch x 4 inch mesh spacing, wire height 48 inches with a weight of 122 pounds per 100 foot roll. The 60 inch

wire height shall have a weight of 151 pounds per 100 foot roll.

- 2.6.2.4. **Posts** - Southern yellow pine with pentachlorophenol treatment to 8.0 pounds per cubic foot retention. Boone County understands that the treated lumber will only be sold through the end of 2003. Boone County reserves the right to amend this contract to include other material as it becomes available. Posts must meet the following minimum requirements:
- a. Corner posts 7 inches in diameter at top x 8'-0",
 - b. Brace posts 6 inches diameter at top x 8'-0",
 - c. Line posts may be standard steel T-posts - 6'-0" or 4" diameter x 8'-0" wood. T-posts shall have a minimum of 12" in ground and wood posts must have a minimum of 30" in ground, and
 - d. Non-climb Horse fence shall have 4" diameter x 8'-0" wood line posts 14" O.C., with a minimum of 30" in ground.

2.6.2.5. **Bracing**

- a. 4-inch yellow pine with 9 gauge galvanized tie wires
- b. 2-inch galvanized pipe or u-channel post
- c. 1 ½"-inch x 6-inch rough cut pine board, optional for non-climb horse fence.

- 2.6.2.6. **Concrete** - ASTM C94, commercial mix Portland cement concrete, 3,500 psi @ 28 days for post footings.

2.6.3. **Installation**

- 2.6.3.1. Wood corner, end, brace, gate and pull posts shall be set in concrete with a minimum diameter of 18 inches to a depth of 3.5 feet.
- 2.6.3.2. Posts shall be set plumb, true to line and grade.
- 2.6.3.3. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of the fence.
- 2.6.3.4. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at not greater than 660 foot intervals.
- 2.6.3.5. Woven wire, non-climb horse fence and barbed wire shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.6. The bottom of the fabric shall be not more than 3" above the ground at any point.
- 2.6.3.7. Excavation along the fence shall be performed to obtain 1" minimum clearance.
- 2.6.3.8. Optional kick board shall be nailed to wood posts evenly across the top.
- 2.6.3.9. 4-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.10. The bottom strand shall be 12" ± 2" above the ground at any point.
- 2.6.3.11. The distance between strands shall not vary more than ± 1".
- 2.6.3.12. 5-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.13. The bottom strand shall be 9 1/2" ± 2" above the ground at any point.
- 2.6.3.14. The distance between strands shall not vary more than ± 1".

- 2.6.4. **Product Substitution(s)/Deviations** – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's bid non-responsive and not capable of consideration for award.

2.7. **METHOD OF MEASUREMENT, PROCEDURES AND BASIS OF PAYMENT**

- 2.7.1. All fencing under this project shall be measured and paid for by the linear foot and hourly rates, as per the bid form.
- 2.7.2. All appurtenances under this project shall be paid for as specified in the bid form. There may be a specialized instance where the project may go beyond items specified in Section 4. Estimates will be required from Contractor before the project begins.
- 2.7.3. Contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.7.4. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The contractor must confirm receipt of each request.

- 2.8. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.9. **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.
- 2.9.1. **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.

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.

- 2.9.2. **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.
- 2.9.3. **Owner's Contingent or Protective Liability and Property Damage:** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.9.4. **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.
- 2.10. **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.

- 2.11. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Public Works Department at the following address: 5551 S Highway 63, Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate monthly statement. Invoices and monthly statement must only include the prices stated on the Response Form and shall be on a ‘per project’ basis.
- 2.13. **DESIGNEE** – Boone County Public Works, 5551 S Highway 63, Columbia, MO 65201.
- 2.14. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
- 2.15. **The Contractor** is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 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**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid. It is the intent of the County to award to multiple vendors. In the event the primary contractor cannot meet the requirements of the County within the timeframe specified, the project will be issued to the secondary contractor.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

Description	Unit	Unit Price
4.7.1. Hourly Labor Rate	HR	\$ _____
4.7.2. 4-Strand Barbed Wire	LF	\$ _____
4.7.3. 5-Strand Barbed Wire	LF	\$ _____
4.7.4. Woven Wire w/ 1 Strand Barbed Wire	LF	\$ _____
4.7.5. Woven Wire w/ 2 Strand Barbed Wire	LF	\$ _____
4.7.6. 48" Non-Climb Horse Fence	LF	\$ _____
4.7.7. 60" Non-Climb Horse Fence	LF	\$ _____
4.7.8. Optional 1 1/2" X 6" Rough Cut Pine Kick Board	LF	\$ _____
4.7.9. 7" diam. X 8'-0" Wood Corner Brace	EA	\$ _____
4.7.10. 6" diam. X 8'-0" Wood Internal Brace	EA	\$ _____
4.7.11. 4" diam. X 8'-0" Wood Line Post	EA	\$ _____
4.7.12. Metal T-Post - 6'-0" Minimum	EA	\$ _____
4.7.13. 4" Yellow Pine Wood Brace with Galvanized Tie Wires	EA	\$ _____
4.7.14. 2" Galvanized Pipe Brace	EA	\$ _____
4.7.15. U-Channel Post Brace	EA	\$ _____
4.7.16. Gate Brace	EA	\$ _____
4.7.17. 4' Gate	EA	\$ _____

4.7.18.	8' Gate	EA	\$ _____
4.7.19.	10' Gate	EA	\$ _____
4.7.20.	12' Gate	EA	\$ _____
4.7.21.	14' Gate	EA	\$ _____
4.7.22.	16' Gate	EA	\$ _____
4.7.23.	18' Gate	EA	\$ _____
4.7.24.	Rock Excavation for Corner Posts	EA	\$ _____
4.7.25.	Rock Excavation for Line Posts	EA	\$ _____
4.7.26.	Concrete for Line Posts that Require Rock Excavation	EA	\$ _____
4.7.27.	TOTAL		\$ _____

4.8. Maximum Percentage Increase for Each Potential Renewal Period:

- 4.8.1. _____ % 1st Renewal Period
- 4.8.2. _____ % 2nd Renewal Period
- 4.8.3. _____ % 3rd Renewal Period

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

4.9. _____

4.9.3. Today's Date: _____

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

4.11. Provide the number of days notice must be provided prior to expected installation: _____
 In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.

4.12. In the event the County has several projects going on simultaneously during the construction season, how many crews would be available to cover multiple projects: _____

4.13. Type or Print Signed Name:

4.13.1. Authorized Representative (Sign By Hand):

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

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 shall 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 will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – 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: 62-19NOV08 – Fencing and Appurtenances Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 23rd day of December 20 08

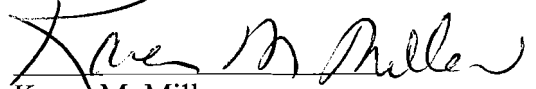
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 57-18NOV08 – Ammunition Term and Supply to Oklahoma Police Supply, Gulf States Distributors, OMB Express Police Supply, and Gil Hebard per the attached memorandum. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contracts.

Done this 23rd day of December, 2008.



Kenneth M. Pearson
Presiding Commissioner

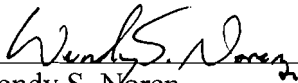


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 23rd day of December 20 08

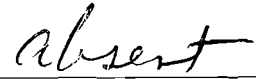
the following, among other proceedings, were had, viz:

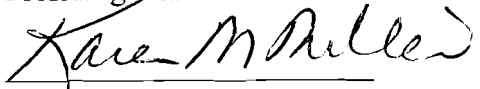
Now on this day the County Commission of the County of Boone does hereby award bid 65-02DEC08 – Sale of Scrap Metal to Central Metals Recycling. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 23rd day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
SALE OF SCRAP METAL – TERM & SUPPLY**

THIS AGREEMENT dated the 23rd day of December 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Central Metals Recycling**, 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 the **Sale of Scrap Metal Term & Supply**, County of Boone Invitation for Bid for the Sale of Scrap Metal Term & Supply, bid number **65-02DEC08**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor’s bid response dated **December 02, 2008** and executed by Robert Reed on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Invitation for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on January 1, 2009 and extend through June 30, 2009 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for five additional six-month periods subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to sale to the Contractor and the Contractor agrees to purchase the County’s Scrap Metal. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to remove accumulated scrap metal within two (2) weeks of notification by the County.

5. Billing and Payment - All weight tickets shall be submitted with payment check made payable to *The Road and Bridge Fund* and submitted to the Public Works Department. Tickets may only include the bid price listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be charged to the County.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.


CENTRAL METALS RECYCLING

BOONE COUNTY, MISSOURI

by 

by: Boone County Commission

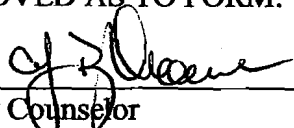
title Owner / Manager


Keith Schnarre, Presiding Commissioner

address 11923 Hwy 5415
Mexico Mo 65265

APPROVED AS TO FORM:

ATTEST:


County Counselor

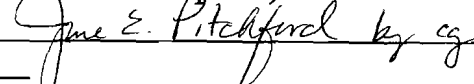

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

2049-3830 Term & Supply (No

Encumbrance Required)

 by cg 12/17/08
Signature Date Appropriation Account

RESPONSE FORM

**IFB #65-02DEC08
BID OPENING: TUESDAY, DECEMBER 2, 2008
TIME: 10:30 A.M., C.T.**

(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: 12/2/, 2008

**INVITATION FOR BIDS
FOR THE SALE OF SCRAP METAL
LOCATED AT THE
PUBLIC WORKS DEPARTMENT - NORTH FACILITY
FOR THE COUNTY OF BOONE
COLUMBIA, MISSOURI**

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Missouri:

BASE BID:

Vendor Pickup of Scrap Metal at North Facility of Boone County:

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ 50.00 per ton.

For the sale of a catalytic converter, I offer:
\$ 50.00 each "(Diesel Converter) Truck"

ALTERNATE BID:

County Delivery of Scrap Metal to Vendor Facility:

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ 65.00 per ton. CENTRAL METALS REFINING
Location of Vendor Facility: 11923 Hwy 548. MEXICO, MO. 65205

2. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

3. Maximum amount of increase or decrease percentage to pricing at renewal term:

- a. Renewal 1 - July 1, 2009 – December 31, 2009: + or - +10 %
b. Renewal 2 - January 1, 2010 – June 30, 2010: + or - +10 %
c. Renewal 3 – July 1, 2010 – December 31, 2010: + or - 0 %
d. Renewal 4 - January 1, 2011 – June 30, 2011: + or - 0 %
e. Renewal 5 - July 1, 2011 – December 31, 2011: + or - 0 %

4. Location of Scale Site: MFA Hwy 54 Mexico Mo.

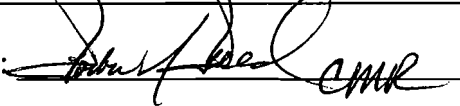
5. Can you provide a trailer and a roll-off bin for County scrap metal? Yes No

NAME OF BIDDER: CENTRAL METALS RECYCLING

OFFICIAL ADDRESS: 11923 Hwy 54B.
MEXICO MO 65265

PHONE NUMBER: 573-581-0336 FAX: 573 581 0717

E-MAIL: _____

SIGNATURE: 

PRINTED NAME: ROBERT J REED

SALE OF SURPLUS PROPERTY

**INVITATION FOR BIDS
FOR THE
SALE OF SCRAP METAL
LOCATED AT BOONE COUNTY
PUBLIC WORKS NORTH FACILITY**

**FOR THE
COUNTY OF BOONE
COLUMBIA, MISSOURI**

IFB #65-02DEC08

BID OPENING DATE: TUESDAY, DECEMBER 2, 2008

TIME: 10:30 A.M. Central Time

Prepared by:

Melinda Bobbitt, CPPB, Director of Purchasing
County of Boone - Missouri
601 E. Walnut, Room 208
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
E-Mail: mbobbitt@boonecountymmo.org

INVITATION FOR BIDS

I. BIDS:

Sealed bids will be received by the County of Boone - Missouri for the Sale of Scrap Metal located at the Public Works Department, North Facility, Columbia, Missouri. Bidders shall hold their bids firm for a period of six (6) months from date of award.

II. DESCRIPTION:

Boone County generates approximately 85 tons of scrap metal annually. The scrap metal consists mostly of old culvert pipe, fittings, valves, and tire rims. In addition, the County has approximately 12 catalytic converters per year.

The stated quantities are estimated quantities based on historical scrap quantities generated at the County. The quantities are provided for information purpose only and are not intended to be a guarantee of future quantities.

III. BID FORM:

Attached hereto is a Response Form to be used for the submission of information requested herein. The Purchasing Department of Boone County must receive the Bid Form no later than Tuesday, December 2, 2008 at 10:30 A.M., Central Time. The bid must be sealed and clearly addressed to Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201 with a notation of the sealed envelope marked "**65-02DEC08 - Sale of Scrap Metal**".

IV. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

V. AWARD:

The County shall make award to the highest and best bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

VI. TERMS OF SALE:

- A. The material for sale is offered for sale on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. **Contract Duration:** The Contract period shall be from **January 1, 2009 through June 30, 2009**. The contract may be extended beyond the expiration date for five (5) additional 6-month periods through December 31, 2011.
- C. At the option of the County, the Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund", in advance of the removal of the property. If payment is not made within the specified time, the property shall then become the property of the County and the bid will be considered void. **Weight tickets shall be submitted with payment check.**
- D. It is understood by bidder in submitting a bid that the bidder is responsible for viewing the material for sale and discovering the procedures required for the removal of such. To arrange for a visit to the North Facility of Public Works, please contact Greg Edington at (573) 449-8515.
- E. The successful Contractor will be required to provide the following insurance requirements:

BOONE COUNTY 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. 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.

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 \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 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.

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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

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 \$1,000,000.00 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.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 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.

- F. **LIABILITY:** The Contractor will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly, due to or arising out of, the removal operations by the successful bidder. Said Contractor agrees to indemnify and save harmless the County of Boone - Missouri its directors, agents, and employees from and against any or all claims whatsoever kind and nature due to or arising out of the sale or removal of said scrap.

VII. BASE BID

- A. The County will accumulate scrap metal throughout the contract period. The Contractor may be required to remove accumulated scrap metal quarterly and within two (2) weeks of notification by the County.
- B. The contractor shall be responsible for removing the material for sale from County

property, including all related costs. County personnel will assist the contractor in the loading of the material onto the bidder's truck.

- C. During each visit to remove scrap metal, the contractor shall weigh in and weigh out at an agreed upon scale site. Please state your scale site location on the Response Form. The contractor will be paid based on the net weight of scrap metal removed.
- D. The contractor shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the contractor shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m. on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.

VIII. ALTERNATE BID

- A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the contractor's facilities.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the

23rd day of December 20 08

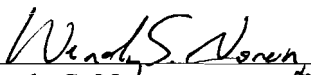
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for increased advertising expenses:

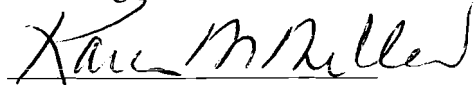
Department	Account	Department Name	Account Name	Decrease	Increase
1118	10100	Purchasing	Salaries & Wages	\$500.00	
1118	84300	Purchasing	Advertising		\$500.00

Done this 23rd day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

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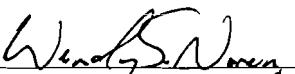
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to purchase Christmas lights for the Courthouse addition:

Department	Account	Department Name	Account Name	Decrease	Increase
2002	23050	Courthouse Square	Other Supplies		\$1,385.00
2002	84300	Courthouse Square	Advertising		\$825.00

Done this 23rd day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 23rd day of December 20 08

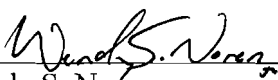
the following, among other proceedings, were had, viz:

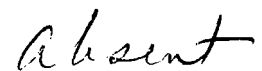
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the budget for the 2008 portion of the Land and Water Conservation Fund Grant:

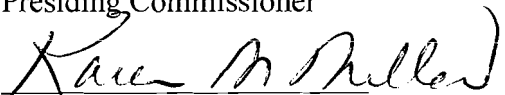
Department	Account	Department Name	Account Name	Decrease	Increase
2120	03411	Fairground Maint. Fund	Federal Grant Reimb.		\$57,000.00
2120	85800	Fairground Maint. Fund	Special Grant Expenses		\$57,000.00

Done this 23rd day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

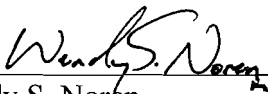
In the County Commission of said county, on the 23rd day of December 20 08


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

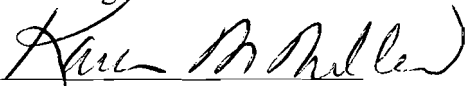
Now on this day the County Commission of the County of Boone does hereby adopt the 2009 Commission Assignments per the attached memorandum.

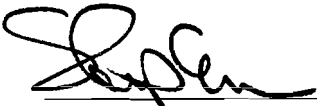
Done this 23rd day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Ken Pearson, Presiding Commissioner
 Karen M. Miller, District I Commissioner
 Skip Elkin, District II Commissioner



Roger B. Wilson
 Boone County Government Center
 801 East Walnut Room 245
 Columbia, MO 65201-7732
 573-886-4305 • FAX 573-886-4311

Boone County Commission

2009 COMMISSION ASSIGNMENTS

<u>ALL</u>	<u>KAREN M. MILLER</u>
<p>Appointments of Boards & Commissions Board of Equalization (BOE) Budget Approval Central Missouri Development Council Membership Commission Budget Coordination County Commissioner Association (CCAM) Energy & Environment (E&E) Farm Bureau Legislative Priorities Library Quarterly City/County/ Columbia Public Schools Smart Growth Coalition West Central Commissioner's Association</p> <p>Work Sessions: Derin Campbell (interim) – Public Works Melinda Bobbitt – Purchasing Aron Gish - Information Technology Stan Shawver – Planning & Building Betty Dickneite– Human Resources Bob Davidson – Facilities Maintenance Jim McNabb – Emergency Management Stephanie Browning – Health Department Bill Watkins – City of Columbia</p>	<p>Bo. Co. Fire Protection District Boone County Regional Sewer District (BCRSD) <ul style="list-style-type: none"> • Two Mile Prairie Study County Commissioners Association of Missouri (CCAM) Health Trust Committee (HTC) <ul style="list-style-type: none"> • Wellness Sub-committee Federal Emergency Management Agency (FEMA) Information Technology (IT) Criminal Justice Administration Emergency Management <ul style="list-style-type: none"> • Local Emergency Planning (LEPC) • Joint Communications (JCIC) • Disaster Plan – COOP Planning & Building Records Preservation Mid-Missouri Regional Planning Commission (MMRPC) Missouri Association of Counties (MAC) National Association of Counties (NACo) Regional Economic Development, Inc. (REDI) Soil & Water Conservation District (S&W) So. Bo. Co. Fire Protection District Storm Water Management <ul style="list-style-type: none"> • Hinkson Study </p>
<p><u>KEN PEARSON</u></p> <p>Boone County Board of Health <ul style="list-style-type: none"> • Condo Board Boone County Council on Aging (BCCA) Boone County Family Resources (BCFR) Capital Facility Plan & Government Center Renovation Central Region Workforce Investment Board Columbia Chamber of Commerce Board Downtown Leadership Council (DLC) Extension Council Financial Signing Official Human Resources (HR) Industrial Development Authority (IDA) Judicial & Law Enforcement Task Force Mental Health Board Missouri Association of Counties (MAC) Public Works <ul style="list-style-type: none"> • Road & Bridge Advisory Mid-Missouri Tourism Council Visioning Sponsor</p>	<p><u>SKIP ELKIN</u></p> <p>Airport Advisory Board of Parks Commission Boone County Senior Citizens Services Corp (The Bluffs) Boone County Solid Waste Executive Board <ul style="list-style-type: none"> • Solid Waste Mgmt Council • Solid Waste Mgmt District • Executive Board Boone Hospital Center Board (BHCb) Columbia Area Transportation System (CATSO) <ul style="list-style-type: none"> • Missouri Transportation Alliance Community Partnership Board (CPB) <ul style="list-style-type: none"> • Transportation Community Partnership (TCP) Conventions & Visitor's Bureau (CVB) Facilities Maintenance Fairgrounds Medical Examiner Liaison Purchasing Senior Board Commission Staff and Intern Liaison Worker's Compensation Committee (WCC)</p>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

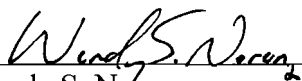
In the County Commission of said county, on the 23rd day of December 20 08


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

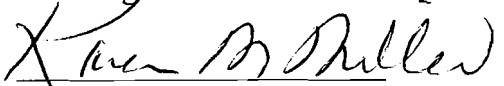
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on December 29, 2008, from 7:00 p.m. through 9:00 p.m. for a meeting for St. Francis House.

Done this 23rd day of December, 2008.

ATTEST:

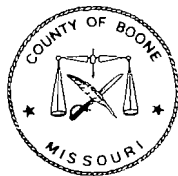

Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
 Karen M. Miller, District I Commissioner
 Skip Elkin, District II Commissioner



Roger B. Wilson
 Boone County Government Center
 801 East Walnut Room 245
 Columbia, MO 65201-7732
 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Meeting of peace activists

Date(s) of Use: Dec 29, 2008

Time of Use: From: 7 a.m./p.m. thru 9 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
 Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: St. Francis House

Organization Representative/Title: Steve Jacobs

Address/Phone Number: 901 Rangeline St. Columbia, MO 65201 573 875 4913

Date of Application: December 19, 2008

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy B. Noyes
 County Clerk

Karen M. Miller
 County Commissioner

DATE: 12/23/08