

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

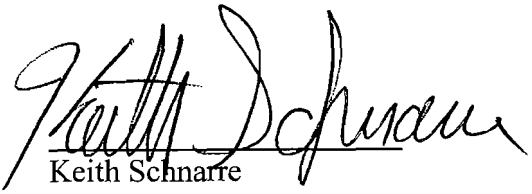
June Session of the April Adjourned Term

Term. 20 06

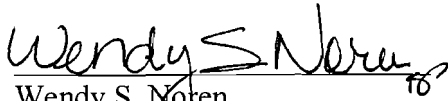
In the County Commission of said county, on the 29th day of June 20 06
the following, among other proceedings, were had, viz:

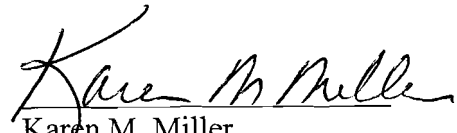
Now on this day the County Commission of the County of Boone does hereby adopt the Resolution and Order as presented for the issuance of \$182,000.00 of General Obligation Bonds.

Done this 29th day of June 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term


Term. 20 06

In the County Commission of said county, on the 29th day of June 20 06

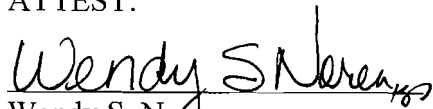
the following, among other proceedings, were had, viz:

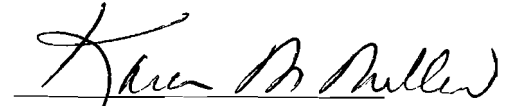
Now on this day the County Commission of the County of Boone does hereby accept the negotiated sale of the General Obligation Bonds by Piper Jaffray in the amount of \$182,000.00 for the interest rate of

Done this 29th day of June 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

29th

day of June

20 06

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

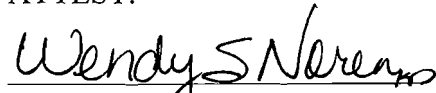
Now on this day the County Commission of the County of Boone does hereby award Bid 42-08JUN06 Jury Accommodations to Stoney Creek Inn – Columbia, Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract

Done this 29th day of June 2006.

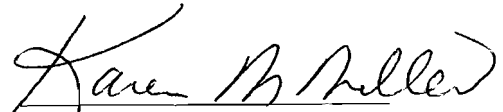


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
JURY ACCOMMODATIONS TERM & SUPPLY**

THIS AGREEMENT dated the 29 day of June 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Stoney Creek Inn – Columbia, Missouri**, 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 **Jury Accommodations Term & Supply**, County of Boone Request for Bid for Jury Accommodations Term & Supply, bid number **42-08JUN06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated June 8, 2006 and executed by Kathy York 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, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period from July 1, 2006 through June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Billing and Payment - All billing shall be invoiced to Boone County Court Administration in accordance with section 2.5 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for 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 statements within thirty days of receipt. 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.

STONE CREEK INN – COLUMBIA, MO

BOONE COUNTY, MISSOURI

by Rat Yeh
 title Event Coordinator
 address 2601 S. Providence Rd
Columbia, Mo 65203

by: Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

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

AUDITOR CERTIFICATION

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

Term & Supply - No Encumbrance Required 1230/84000 Term/Supply
 Signature Date 6/26/06 Appropriation Account

4. Response Form

4.1. Company Name: Stoney Creek Inn - Columbia, Mo
 4.2. Address: 2601 S. Providence
 4.3. City/Zip: Columbia, mo 65203
 4.4. Phone Number: 573-219-5110
 4.5. Fax Number: 573-219-5116
 4.6. Federal Tax ID: _____

4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name Jim Thompson
 Other (Specify) _____

4.7. Pricing

Item #	Description	Unit Price (Price Per Day)	Est Qty	Extended Price (Price Per Day)
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BASE BID (Bid on all line items except 4.7.5.)

4.7.1.	Single Occupancy Rooms Monday through Thursday	\$ <u>62.40</u>	18	\$ <u>1,123.20</u>
4.7.2.	Single Occupancy Rooms Friday through Saturday	\$ <u>62.40</u>	18	\$ <u>1,123.20</u>
4.7.3.	Single Occupancy Rooms Friday through Saturday on high event weekends	\$ <u>62.40</u>	18	\$ <u>1,123.20</u>
4.7.4.	TOTAL FOR BASE BID (4.7.1. + 4.7.2. + 4.7.3.)			\$ <u>3,369.60</u> (inclusive) w/out tax

ALTERNATE BID (Bid on all line items including 4.7.5.)

4.7.5.	Hot Buffet Breakfast	\$ <u>11.84</u>	18	\$ <u>213.12</u> (inclusive) w/out tax
4.7.6.	TOTAL FOR ALTERNATE BID (4.7.4. + 4.7.5.)			\$ <u>3,582.72</u>

4.8. Maximum Percentage Increase or Decrease for Renewal Periods:

8 % 1st Renewal (through 6/30/08)
1 % 2nd Renewal (through 6/30/09)
1 % 3rd Renewal (through 6/30/10)
✓ % 4th Renewal (through 6/30/11)

4.9. 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.

4.9.1. Authorized Representative (Sign By Hand):

Kathy H. York

4.9.2. Type or Print Signed Name:

Kathy York

4.9.3. Today's Date: 6-8-06

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



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

Request for Bid (RFB)

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **42-08JUN06**
Commodity Title: **Jury Accommodations Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, JUNE 8, 2006**
Time: **10:30 A.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: **THURSDAY, JUNE 8, 2006**
Time: **10:30 A.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
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. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from Date of Award through June 30, 2007 and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **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 of hotel accommodations and meals as needed for sequestered jurors for Boone County and as specified in the following requirements. The County is offering a **Base Bid** for hotel accommodations only, and an **Alternate Bid** for hotel accommodation and meals. Bidders are invited to bid on either or both.
- 2.1.1. **Quantity** - The County does not guarantee a minimum amount of usage. Services shall be provided on an as needed, if needed basis.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through June 30, 2007. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM CONTRACT REQUIREMENTS**
- 2.3.1. The contractor's facility must be physically located within the city limits of Columbia, Missouri.
- 2.3.2. The contractor must provide 18 sleeping rooms separated from the rest of the hotel rooms and guests. These rooms can either be in a separate wing, on a separate floor, or grouped together at the end of a hallway. The rooms must be located above ground level and must have no outside entrances. The contractor must offer a selection of smoking and non-smoking rooms in this group.
- 2.3.3. The sleeping rooms must be single occupancy rooms. Each room must have its own separate bathroom.
- 2.3.4. The television, radio, any reading material, and all phones must be removed from 16 of the 18 sleeping rooms prior to guest arrival.
- 2.3.5. Two (2) of the sleeping rooms must be located at each end of the remaining group of 16. These two (2) rooms must each contain two (2) phones as well as a television, radio, and reading material.
- 2.3.6. The contractor must insure that all sleeping rooms are clean upon check-in and receive daily maid service.
- 2.3.7. The contractor must provide sleeping rooms that are clean, neat, and insect free. Carpet and fixtures must be without stains or disrepair. The air conditioning/heating units must be in good working order.
- 2.3.8. For the Alternate Bid, the contractor must have on-site restaurant facilities or catering services available that can handle all breakfast and dinner meals. All meals must be served in a room separate from the area where other guests dine. Breakfast shall be a hot buffet rather than a 'continental' selection of breads and juices.
- 2.3.9. For the Alternate Bid, the County will make a decision as to the dinner menu options at the time of hotel booking from the menu choices submitted with the bid.
- 2.3.10. The County reserves the right to cancel at any time with no monetary obligation incurred.
- 2.4. **BID SUBMITTAL INFORMATION**
- 2.4.1. For the Alternate Bid, Bidders must submit complete dinner menu options with their bid response. Each menu selection must also include the corresponding price. Gratuity rate must be specified in the response.
- 2.4.2. For Base Bid and/or Alternate Bid, Bidders should submit a floor plan with the areas jurors are to be placed highlighted. The County reserves the right to inspect the facility prior to award to ensure

compliance with the bid specifications.

2.5. **BILLING AND PAYMENT** – The contractor must submit a complete invoice upon completion of the service. A complete invoice shall include a complete itemized breakdown of each meal along with the room cost per juror. Failure to submit a complete invoice may result in a delay of payment until a correct invoice is received.

2.6. **DESIGNEE** - Boone County Court Administration, 705 E. Walnut, Columbia, MO 65201.

2.7. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymmo.org.

2.8. **AWARD OF CONTRACT:**

The County reserves the right to award to one or multiple respondents. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements unless a scheduling conflict occurs. In the event the primary supplier cannot meet the needs of the County, the County shall seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to purchase jury accommodations from other suppliers

2.8.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

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". **Note: Bid Submission and Bid Opening times are different. 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.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.6. **Cancellation by Contractor:** If cancellation is foreseen, contractor shall give immediate prior written notice to Boone County Court Administration. Contractor must keep the County advised at all times of status of booked block of rooms. Default in promised block of rooms (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Department to purchase hotel accommodations elsewhere and charge full increase in cost and handling to defaulting contractor.

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

Item #	Description	Unit Price (Price Per Day)	Est Qty	Extended Price (Price Per Day)
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BASE BID (Bid on all line items except 4.7.5.)

4.7.1.	Single Occupancy Rooms Monday through Thursday	\$ _____	18	\$ _____
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4.7.2.	Single Occupancy Rooms Friday through Saturday	\$ _____	18	\$ _____
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4.7.3.	Single Occupancy Rooms Friday through Saturday on high event weekends	\$ _____	18	\$ _____
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4.7.4.	TOTAL FOR BASE BID (4.7.1. + 4.7.2. + 4.7.3.)			\$ _____
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ALTERNATE BID (Bid on all line items including 4.7.5.)

4.7.5.	Hot Buffet Breakfast	\$ _____	18	\$ _____
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4.7.6.	TOTAL FOR ALTERNATE BID (4.7.4. + 4.7.5.)			\$ _____
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4.8. Maximum Percentage Increase or Decrease for Renewal Periods:

_____ % 1st Renewal (through 6/30/08)

_____ % 2nd Renewal (through 6/30/09)

_____ % 3rd Renewal (through 6/30/10)

_____ % 4th Renewal (through 6/30/11)

4.9. **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.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

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



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, 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.



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

"No Bid" Response Form

Heather Turner, CPPB, 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: 42-08JUN06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 29th day of June 20 06
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreement with RTI Consultants. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 29th day of June 2006.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ²⁹~~24~~ day of June, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and RTI Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

RTI CONSULTANTS

By William D. Carrison
William D. Carrison, Vice President

Title Vice President

Dated: June 14, 2006

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By Keith Schnarre
Keith Schnarre, Presiding Commissioner

Dated: June 29, 2006

ATTEST:

Wendy S. Noren
County Clerk

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June E. Pitchford 6/22/06
Auditor by cfj Date

No encumbrance required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

29th

day of June

20 06

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


Tod Chandlee, MW III and Dwayne Kimbrell, MW II have been officially reassigned to MW IV and MW III level positions respectively, due to the absence of a MW IV employee on long-term Worker's Comp leave. In this instance, it is desired to pay these 2 employees a reassignment premium of 3% of their hourly rate as discussed in article 8.3 of the Memorandum of Understanding.

By this Commission Order, the 3% premium pay is authorized for any "reassigned hours worked and holidays" as follows:

Tod Chandlee, effective June 5, 2006 through the duration of the official reassignment.

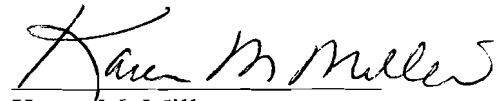
Dwayne Kimbrell, effective June 12, 2006 through the duration of the official reassignment.

Done this 29th day of June 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

29th

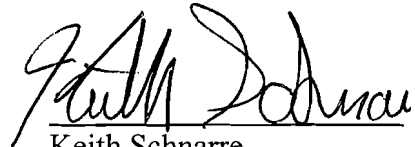
day of June

20 06

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

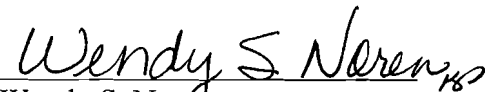
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Prosecuting Attorney.

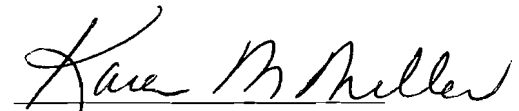
Department Account/Title	Amount of Increase
2903-10100 Wages & Salaries	\$ 44,500.00
2903-10200 FICA	\$ 1,700.00
2903-10325 Disability Insurance	\$ 110.00
2903-10300 Health Insurance	\$ 4,750.00
2903-10350 Life Insurance	\$ 40.00
2903-10375 Dental Insurance	\$ 325.00
2903-10500 401(A) Match Plan	\$ 585.00
2903-48000 Telephones	\$ 775.00
2903-91000 Office Equipment	\$ 325.00
2903-91100 Furniture and Fixtures	\$ 6,450.00
2903-91301 Computer Hardware	\$ 3,850.00
2903-91302 Computer Software	\$ 850.00

Done this 29th day of June 2006.


Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

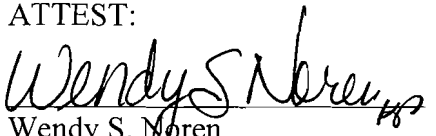
In the County Commission of said county, on the 29th day of June 20 06
the following, among other proceedings, were had, viz:

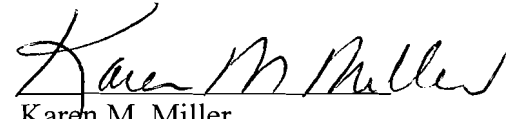
Now on this day the County Commission of the County of Boone does hereby authorize Missouri CURE use of the Chambers on August 26, 2006 between 10:00 a.m. and 5:00 p.m. for their annual meeting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 29th day of June 2006.


Keith Schnarre
Presiding Commissioner

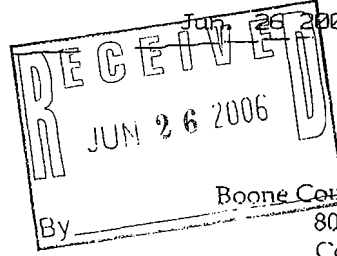
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

064-2006



Kath Schnarre, Presiding Commissioner
Karin 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 Government Center as follows:

Description of Use: Annual meeting *We are a non-profit group that provides resources and information for families of incarcerated individuals*

Date(s) of Use: AUGUST 26, 2006 *We are part of National CURE*

Time of Use: From: 10 ~~am~~ pm thru 5 ~~am~~ pm *and each state has a chapter. This is our annual statewide meeting*

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

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

- 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.
- 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.
- 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.
- 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.
- 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.

Name of Organization/Person: MISSOURI CURE

Organization Representative/Title: BECKY WILLIAMS, SECRETARY

Address/Phone Number: P.O. BOX 1212, FENTON, MO 63026

Date of Application: 6-26-06

314-588-0636
275-58

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 S. Norens
County Clerk

Kath Schnarre
County Commissioner

DATE: June 29, 2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

29th

day of June

20 06


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


Now on this day the County Commission of the County of Boone does hereby authorize First Night Columbia use of the Courthouse Grounds, Courtyard Square, Chambers, Chambers Atrium and Room 139 on December 31, 2006 between 3:00 p.m. and 1:00 a.m. for the New Year's Eve Celebration. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

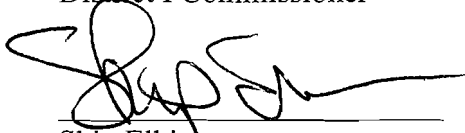
Done this 29th day of June 2006.

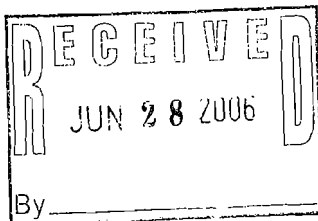

Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



265-2006
Approved 265-2006
read in
Commission
for approval

**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 Government Center or Centralia Satellite Office as follows:

Description of Use: First Night Columbia, New Year's Eve Celebration

Date(s) of Use: Set-up of fireworks on Courthouse December 29, 30 & 31. Will not begin set up on roof until after 5 pm on Friday, Dec 29. Use of Govt Bldg December 31 from 3 pm to 1 am. Would like to use the chambers and entrance from 3 pm to 1am and the lobby from 7 pm until 11 pm. We will not block the tax deposit on the east side of the building. Will set-up before the lobby closes for tax finalization if needed. After lobby closes at 11 pm, please leave the restrooms open until after the finale is over.

Time of Use: From: 3:00 a.m./p.m. Dec 31 thru 1:00 a.m./p.m. Jan 1.

Facility requested: Courthouse Grounds x Courtyard Square x - Chambers x - Chambers Atrium x - Rm220 - Rm208 - Rm139 x Centralia Satellite 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.

Name of Organization/Person: First Night, Karen Ramey or Carolyn Oates

Organization Representative/Title: Director of Operations and Board President

Address/Phone Number: Karen - 874-6397 or 999-7430 Carolyn - 817-8503 or 424-3308

Date of Application: May 2, 2006

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 S. Norman
County Clerk

Keith Johnson
County Commissioner

DATE: June 29, 2006

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 29th day of June 20 06
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Teresa Hunter to the Energy & Environment Commission for a term expiring May 31, 2009

Done this 29th day of June 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

REC-10-1000 Mon - June 26 11:05 AM

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

effective June 29th, 2006

Expiration - May 31, 2009

Boone County Commission

3 year term

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Energy & Environment Commission Term: 6/14/2006

Current Township: Rocky Fork Today's Date: 6/14/2006

Name: TERESA HUNTER

Home Address: 1520 W. DRIPPING SPRINGS RD. Zip Code: 65202

Business Address: FABER AND BRAND LLC, 3901 S. PROVIDENCE, SUITE D Zip Code: 65205

Home Phone: 443-5478 Work Phone: 449-3141
Fax: 42-1072 E-mail: TERESA@FABERANDBRAND.COM

Qualifications: I AM A LONG TIME COUNTY RESIDENT WITH AN INTEREST IN ENERGY AND THE ENVIRONMENT OF MY COMMUNITY.

Past Community Service: _____

References: JEAN SAX, STEVE FABER

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

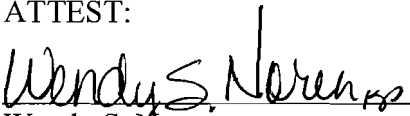
In the County Commission of said county, on the 29th day of June 20 06

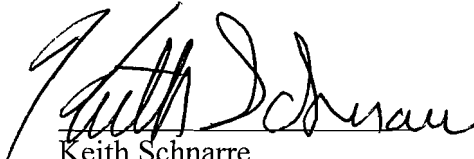
the following, among other proceedings, were had, viz:

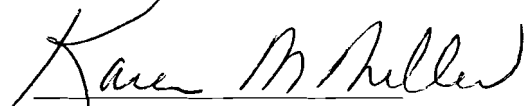
Now on this day the County Commission of the County of Boone does hereby appoint Linda M. Dellsperger to the Boone County Library Board for a term expiring May 31, 2009

Done this 29th day of June 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



261-2006

COPY

By _____
MAY 26 2006

Boone County Commission

Kmm yes
SE yes
KS - yes

effect - June 28 2006 to May 31, 2009
~~effective June 28, 2006~~

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone Cty Library Board Term: 3yr

Current Township: 47 Today's Date: May 20, 2006

Name: Linda M. Dellsperger

Home Address: 4904 Silver Cliff Dr. Zip Code: 65203

Business Address: N/A Zip Code: _____

Home Phone: 447-2309 Work Phone: N/A
Fax: _____ E-mail: LKBD@mchsi.com

Qualifications: Have served this past year on the board as an interim member. Have aptt on the evaluation, building & risk mgt committees. Would like to continue on board to see through the 50 Boone & North Columbia facilities.

Past Community Service: Served a 6 year term on Iowa City Public Library Board of Trustees - 1997-2003. New to Columbia in 2003. Member of Ass't League of Mid Missouri.

References: Brian Neuner, UMB ; Melissa Carr - DBRL;

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Linda M. Dellsperger
Applicant
Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311