9 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	March Sessi	ion of the Januar	Term. 20	14		
County of Boone						
In the County Commission of said coun	ity, on the	4th	day of	March	20	14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Sheriff's Department related to K9 Training.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2570	3569	Sheriff K9 Operations	Other Fees		450
2570	71101	Sheriff K9 Operations	Professional Services		515
					965

Done this 4th of March, 2014.

ATTEST:

Wendy S. Noten *nu* Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT RECEIVED

2/18/14 EFFECTIVE DATE

FEB 1 8 2014

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	BOONE COUNTY AUDITOR Account Name	(Use whole 3) Transfer From Decrease	\$ amounts) Transfer To Increase	
2570	3569	Sheriff K9 Operations	Other fees		450	
2570	71101	Sheriff K9 Operations	Professional Services		515	
To budget	for-a-Master Tr	rs. (Use an attachment if ne rainer to come to Columbia t from other agencies atten	o present K9 training, instead of send	ling our officers elsev	where. We	, 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(M	R		_ Appropriating F	Authority: 5	sheriff	· · ·
	Reques	ting Official	<u> </u>			
			LETED BY AUDITOR'S OFFICE t Revisions/Amendments is attached			
日 (Comments: I	nc Budget to host	Agenda			
-M-		r's Office	-			Commission acknowledgenent
Main	KA	W V	Absent	Janes	Dh_	
PRESIDING	s domnissio	NER	DISTRICT I COMMISSIONER	DISTRICT II COI	MMISSIONER	-
 County attachments r 	ENDMENT PRO Clerk schedules nust be made av	the Budget Amendment for a firs	t reading on the commission agenda. A coperation of the commission agenda is a commission of at least 10 days commission agenda is a commi	by of the Budget Amendi encing with the first read	ment and all ling of the Budget	
days public no	otice of the Public	Commission sets the Public Hear Hearing. NOTE: The 10-day p t may not be approved prior to th	-	icts the County Clerk to p	provide at least 5	
	<u> </u>		······································			

C:\Users\Administrator\Desktop\Budget Amendment Form

Gary German - class

From: Chris Smith To: Gary German Date: 2/10/2014 3:57 AM Subject: class

G.

Here is the latest that I know. I talked with Rick Fischer from St Charles PD, who stated he really wants to attend the class and thinks it should not be a problem, but he is pushing the limit on getting it in to be approved on time. John Gordon stated the city will send 3 or 4 for sure, and he said he could send another one or two if we need to fill slots. When I talked to Both Rick and John about the cost, I told them I thought maybe \$75, they both told me independently that they were going to request \$100 for the class tuition per officer. Gash ro JCPD says he in. NAPWDA Trainer Travis Walthall from Joplin PD is planning on assisting with the class at no charge (he is working on his master trainer hours with Mike Mchenry).

The Ramada on Conley, Rd is \$59 per night at the govt. rate. We would cover Mike's room for three nights, totaling \$177. March 5t, 6t, 7t

I'm confident I can get a couple of more guys to come if we can get going on it, but with it being less than a month out, I will need to move quickly. With a couple more guys we would definitely come out ahead and make a few bucks back even if we only charge \$75.

If you or the Sheriff have any questions or concerns please call me today. I will be up around 3, but it is not a problem to call before then if there are questions I can answer. I'm sorry for bugging you about this so much, I just think this is a great opportunity for some good training and will look really good for the department and the K9 training program.

thanks, Chris

Leasar It looks like we have #300 for the Instructor & then lodging for 3 nights.

+ 20%

\$ 215,00

file:///C:/Users/ggerman/AppData/Local/Temp/XPgrpwise/52F84E23BC-GWDOMGC-G... 2/14/2014

71101

all-Professional Sentico

59 . se x 3 Not sure of other feer regarding lodging

- Gary



Ramada Inn & Suites 901 Conley Road Columbia, MO 65201 Tel: (573) 443-4141 Fax: (573) 443-4049

02/14/14

Mike McHenry US

Mike McHenry,

Thank you for making your reservation at the RAMADA INNS & SUITES. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
03-05-14	03-08-14	59.00 USD	NQQ1

Your Confirmation Number is 708937, and you are guaranteed for late arrival. If you find it necessary to cancel or change plans, please inform us by 3:00 pm three days prior to your arrival date to receive a full refund of your advanced deposit.

Again, thank you for choosing the RAMADA INNS & SUITES. We look forward to having you as our guest.

Best regards,

Reservations Office

F.M. K9 (Faus-McHenry K9)



F.M. K9 (Faus-McHenry K9) 52677 CR 11 N Elkhart, IN 46514

(574)326-6108 fink9training@gmail.com

Invoice

Date	Invoice No.
02/03/2014	1007
terms	Due Date
Net 30	03/05/2014

Bill To Chris Smith Boone County Sheriff Department 2121 County Rd Columbia, Mo USA

Amount Due	Enclosed
\$300.00	

Please detach top portion and return with your payment and

Activity Activity	Quantity		Amount 🚰
aining & Seminars: payment for travel (fuel), food and basic supplies for tra	ining 1	300.00	300.00
ass			
invoice covers, travel expenses, supplies and food for two instructors to uct the training. The department has agreed to cover hotel/lodging		_ ⊘f≦⊘Total	\$300

accommodations.



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive DWAYNE CAREY, Sheriff Columbia, Missouri 65202-9051 Phone (573)875-1111 Fax (573)874-8953

K9 Decoy Techniques and Training Seminar

Instructors

Mike McHenry

NAPWDA Master Trainer Co-Owner F-M K9 Kennels, Elkhart Indiana

> Travis Walthall NAPWDA Trainer Joplin Police Department

Dates: March 6th thru 8th 2014

Location: Boone County Sheriff's Department

<u>Cost: \$75 per team</u> Due on first day of class Make checks payable to Boone County Sheriff's Dept

Class Description

The decoy techniques and training will include the proper use and presentation of a hidden sleeve, a bite suit, use of line work in training and harness. The focus is on teaching the person how to be a decoy to lower human and canine injuries and build stronger canines for police work. Subjects attending will be given information on reading canines during apprehension work and proper methods to motivate canines and build control, strength and confidence in both the canine and handler.

"Remember a good decoy can take a canine to higher levels and a poor decoy can destroy a good canine and cause injury to himself and the canine."

Caution:

This is a physically demanding school, attendeee's should be prepared to work both physically and mentally during the training.

Contact Information:

Chris Smith cell; 573-228-4046 (text or call) email; csmith@boonecountymo.org

Fund Statement - Sheriff K9 Operations Fund 257 (Nonmajor)

		2012 Actual	2013 Budget	2013 Estimated	2014 Budget
FINANCIAL SOURCES:					
Revenues					
Property Taxes	\$	-	-	-	-
Assessments		-	-	-	-
Sales Taxes Franchise Taxes		-	-	-	-
Licenses and Permits		-	-	-	-
Intergovernmental		-	-	-	-
Charges for Services			-	-	450
Fines and Forfeitures		-	-	-	-
Interest		8	11	19	19
Hospital Lease		-	-	-	-
Other		8,542			
Total Revenues		8,550	11	19	469
Other Financing Sources		1.040			
Transfer In from other funds		1,049	-	-	-
Proceeds of Long-Term Debt Other (Sale of Capital Assets, Insurance Proceeds, etc)		-	-	-	-
Total Other Financing Sources		1,049			
Total Other Financing Sources		1,049	-	_	_
Fund Balance Used for Operations		-	-	-	46
TOTAL FINANCIAL SOURCES	\$	9,599	11	19	515
FINANCIAL USES:					
Expenditures Personal Services	\$				
Materials & Supplies	Ф	-	-	-	-
Dues Travel & Training		6,500	-	-	-
Utilities		0,500		-	-
Vehicle Expense		-	-	-	-
Equip & Bldg Maintenance		-	-	-	-
Contractual Services		-	-	-	515
Debt Service (Principal and Interest)		-	-	-	-
Emergency		-	-	-	-
Other		-	-	-	-
Fixed Asset Additions	_	-	-		
Total Expenditures		6,500	-	-	515
Other Financing Uses Transfer Out to other funds					
Early Retirement of Long-Term Debt		-	-	-	-
Total Other Financing Uses	_				
TOTAL FINANCIAL USES	S	6,500	-	-	515
FUND BALANCE:					
FUND BALANCE (GAAP), beginning of year	\$	-	3,099	3,099	3,118
Less encumbrances, beginning of year	·	-	-	-	-
Add encumbrances, end of year		-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	_	3,099	11	19	(46)
FUND BALANCE (GAAP), end of year		3,099	3,110	3,118	3,072
Less: FUND BALANCE UNAVAILABLE FOR	_		<u>_</u>	A	
APPROPRIATION, end of year			<u>\$</u> -	<u> </u>	<u> </u>
NET FUND BALANCE, end of year	\$	3,099	3,110	3,118	3,072
Net Fund Balance as a percent of expenditures		47.68%	#DIV/0!	#DIV/0!	596.50%

FY 2014 Budget Amendments/Revisions Sheriff K9 Operations (2570)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/18/2014	2570	3569	Sheriff K9 Operations	Other Fees	450		Inc. Budget to Host Training K9 Training
		2570	71101	Sheriff K9 Operations	Professional Services	515		Seminar

()-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI		sion of the January Adjourned				14
County of Boone						
In the County Commission of said	d county, on the	4th	day of	March	20	14

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

Now on this day the County Commission of the County of Boone does hereby award bid 06-10FEB14 – Roof Top HVAC Unit to Clearview Enterprises LLC of Jefferson City, MO.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 4th day of March, 2014.

ATTEST:

Wendy S. Noren Mu Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Osen

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins, Senior Buyer
DATE:	February 24, 2014
RE:	06-10FEB14 – Roof Top HVAC Unit

06-10FEB14 – Roof Top HVAC Unit opened on February 11, 2012. Three bids were received and Facilities Maintenance recommends award by low bid to Clearview Enterprises LLC of Jefferson City, MO.

Cost of the contract is 10,574.00 and will be paid from department 6100 - Facility & Grounds Maintenance, account 60200 - Equipment Repairs/Maintenance. 15,000.00 was budgeted for this project.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance Jody Moore, Facilities Maintenance Bid File

	BID TABULATION		Clearview Mechanical Services		J. Louis Crum Corp.
	BID TABOLATION	-	30141055	Air ayatema, EEC	J. Louis Groin Corp
4.7.	PRICING	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE
	New Roof Top HVAC Unit as				_
4.7.1,	specified per Section 2.0.	1	\$9,179.00	\$11,068.00	\$12,275.0
4.7.1.1.	If submitting equivalent model:				
	Roof Top Unit Manuf / Model	.,,		Trane / YSC120F3RMA-D	Trane / YSC120F3RMA
	Condenser Coil Hail Guard Manuf / Model	1984		Trane	Traine specific to above
	Vertical Economizer Manuf / Model	1.		Trane	Trane specific to above
4.7.2.	Additional costs for curb modifications		\$1,173,00	\$640.00	Included in abo
4,7.3,	Additional costs for thermostate controls & wining	80 A.	\$222.00	\$120.00	Use existin
4,8,	Grand Total (4.7.1. +4.7.2. + 4.7.3.)		\$10,574,00	\$11,828.00	\$12.275.0
4.9.	Warranty Info		years after end of 1 yr warranty, Heat Exchanger 9 yrs after	1 Yr Installation Warraniy from date of Installation completion. 1 yr manufacturers parts warranty & 10 yr heat exchanger warranty	Parts = 1 yr, Heal Exchanger 10 yrs, Compressor 5 yrs
\$.10 .	Delivery ARO		10-14 days	6-8 weeks	3 weeks at this time
	Coop Purchasing	12.2			No

<u>No Bid</u> Burks Service Company Star Heating & Air Conditioning Brauer Supply Harold G. Butzer, Inc.

To: County Clerk's Office

Comm Order # _____

2/24/14

REQUEST DATE

PURCHASE REQUISITIO. Auditor's Office. BOONE COUNTY, MISSOURI

Clearview Enterprises LLC

06-10FEB14

Please return all documentation to

VENDOR NO.

VENDOR NAME

BID NUMBER

Ship to Department # 6100

Bill to Department # 6100

Department	Account	Item Description	Qty	Unit Price	Amount
6100	60200	#580JP12D224A2A0AA	1	10574.00	\$10,574.00
		(See Contract for Details)			
				_	
	·.				
					\$0.00
					\$0.00
	<u> </u>			<u> </u>	\$0.00
					\$0.00
					\$0.00 \$0.00
					<u>\$0.00</u> \$0.00
					\$0.00
					\$0.00
					\$0.00
			GRAND TOT	AL:	\$0.00 10,574.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

rooke roving Official

Prepared By

ca 2/25/14

90-2014

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone</u> <u>County Commission</u> (hereinafter referred to as the Owner), and **Clearview Enterprises LLC**, (hereinafter referred to as the Contractor).

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

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

BID NUMBER 06-10FEB14 ROOF TOP HVAC UNIT BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document. The contract award is:

Total Bid: \$10,574.00 Delivery, installation and furnishing of all labor, materials, tools, equipment, delivery and supervision to replace and dispose of the current Roof Top HVAC Unit for the Boone County Juvenile Justice Center.

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

Introduction and General Conditions of Bidding Primary Specifications Response Presentation and Review Response Form Work Authorization Certification Certification of Individual Bidder Debarment Certification Prior Experience Annual Wage Order No. 20 Standard Terms & Conditions

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

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

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

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

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

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

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

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

The 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 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

90-2014

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. The Owner agrees to pay the Contractor in the amount:

Ten Thousand, Five Hundred Seventy Four Dollars and Zero Cents (\$10,574.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on $\frac{3-5-14}{(Date)}$

CONTRACTOR: CLEARVIEW ENTERPRISES LLC

Bya

Authorized Representative Signature

By: Bob Wood

Authorized Representative Printed Name Title: MANAGER

Approved as to Legal Form: CJ Dykhduse

Boone County Counselor

OWNER: BOONE COUNTY, MISSOURI By:

Daniel K. Atwill, Presiding Commissioner

Wendy Norer

County Clerk

AUDITOR CERTIFICATION

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

6100-60200 - \$10,574.00 Signature Date Appropriation Account

									HTHCOMP-0		
_	40	CORD CER	TI	=10	CATE OF LIA	BIL	ITY IN	ISUR/	NCE		: (MM/DD/YYYY) /20/2014
	CER BEL	S CERTIFICATE IS ISSUED AS RTIFICATE DOES NOT AFFIRMA OW. THIS CERTIFICATE OF IN PRESENTATIVE OR PRODUCER, A	TIVEI ISUR	LY C	R NEGATIVELY AMEND E DOES NOT CONSTITU	, EXTE	END OR AL	TER THE C	OVERAGE AFFORDED	BY TH	E POLICIES
Γ	the	ORTANT: If the certificate hold terms and conditions of the polic ificate holder in lieu of such endo	cy, ce	rtain	policies may require an e						
PI			13011	eniqa	<u></u>	CONTA	Martha I	Menner, AA			
		errill Inc. aryville Centre Drive				PHONE (A/C, N	o, Ext]: (314) 5	594-2605		(314)	594-2405
S	uite 2					E-MAIL	ss: mmenne	er@jwterril	l.com		T
ľ	10010									_	NAIC #
	SURED	D				-			nce Company Insurance Company		19488 23396
	001122								nsurance Company		25615
		Clearview Enterprises LLC 239 Rock Industrial Blvd., S	Suite	108		INSURE			iouranee eeinpany		
		Union, MO 63084-3109				INSURE					
						INSURE	R F :				
					E NUMBER:				REVISION NUMBER:		
	INDIC CERT EXCL	IS TO CERTIFY THAT THE POLIC CATED. NOTWITHSTANDING ANY I TIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	REQU ' PER	IREM	ENT, TERM OR CONDITIO , THE INSURANCE AFFOR . LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRACT THE POLICI REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
INS LT			INSR	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMI1	T	4 000 000
					CPP2075388		3/12/2013	3/12/2014	EACH OCCURRENCE	\$	1,000,000 100,000
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		1	CFF2075300		3/12/2013	5/12/2014	PREMISES (Ea occurrence)	\$	5,000
									MED EXP (Any one person) PERSONAL & ADV INJURY	5 5	1,000,000
									GENERAL AGGREGATE	\$	2,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
		POLICY X PRO-								\$	
	AU								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X				CA204349307		3/12/2013	3/12/2014	BODILY INJURY (Per person)	\$	
		AUTOS AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE		
	X	HIRED AUTOS X AUTOS							(Per accident)	\$ \$	
	x	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
в		EXCESS LIAB CLAIMS-MADE			CU2043496		3/12/2013	3/12/2014	AGGREGATE	\$	5.000.000
_		DED X RETENTION \$	1							\$	
									X WC STATU- TORY LIMITS OTH- ER		
A	AN		N/A		WC208659100		3/12/2013	3/12/2014	E.L. EACH ACCIDENT	\$	1,000,000
	(Ma	FICER/MEMBER EXCLUDED?							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
_	DES	SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Lea	ased/Rented Eqpt			QT6604343B421COF		3/12/2013	3/12/2014	Any one Item		1,050,000
Во	one C	TION OF OPERATIONS / LOCATIONS / VEHIC County Commission is included as A contract.							med by the Named Insure	ed, if re	quired by
CE	RTIF					CANC	ELLATION				
		Boone County Commission 801 East Walnut, Rm. 333 Columbia, MO 65201-7732				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C/ EREOF, NOTICE WILL I Y PROVISIONS.		
		····, ··· · · · · · · · · · ·				AUTHOR	len Gr	ntoine			

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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

<u>Cour</u>	aty of Boone	Purchasing Department
4.	Response Form	a a cara a constante de la const
4.1.	Company Name: Clearview Mechanical Services	
4.2.	Address: 10.2.2 Northeast Dr. Ste. D.	_
4.3.	City/Zip: -JEFFERSON City, MO. 65109	_
4.4.	Phone Number: $573 - 1035 - 1000$	_
4.5.	Fax Number: $573 - 635 - 6261$	_
4.6.	Federal Tax ID: $27 - 1436910$	
.6.1.	() Corporation	
	() Partnership - Name	/701.1*!d. 1
	() Individual/Proprietorship - Individual Name	(If Individual,
	Bidder must complete Certification of lawful presence in U.S. on attached (X) Other (Specify) $\angle L \cdot L \cdot C$.	a 10rm).
	\mathcal{K} only \mathcal{K} .	
4.7.	PRICING	Unit Price
.7.1.	New Roof Top HVAC Unit as specified perModelsection 2.580JP12D224A2A0AA	\$ 8,854,00
.1.1.	If submitting equivalent model: NOTE: - COST FOR CRANE REATE	\$ 325.00
	Rooftop Unit Manufacturer / Model:	
	Condenser Coil Hail Guard Manuf./Model	
	Vertical Economizer Manuf./Model	
.7.2.	Additional costs for curb modifications	<u>\$ 1,173.00</u>
.7.3.	Additional cost for thermostat controls & wiring	\$ <u>222.00</u>
4.8.	GRAND TOTAL (4.7.1. + 4.7.2. + 4.7.3.)	\$ 10,574,00
4.9.	DESCRIBE WARRANTY	
-		
	Delivery and Installation ARO:	
_	10-14 days trem Award date	
1.11.	Will you honor the submitted prices for purchase by other entities in Boon	ne County who participate ir

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

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Print Name and Title of Authorized Representative 1300 Wood - MANAGER-CLEARVIEW MECHANICAl SecureES

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

County of Franklin) State of Missouri)

My name is ______. I am an authorized agent of ______. Clearview Enterprises LLC ______. (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 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

no freese

Subscribed and sworn to before me this the day of the second with 20/ 4.

Notary Public

KIMBERLY CROSBY Notary Public - Notary Seal State of Missouri Commissioned for Franklin County My Commission Expires: January 31, 2016 Commission Number: 12397228



ompany Information company Name: company ID Number: coing Business As (DBA) Name: UNS Number: Physical Location:	Clearview Enterprises LLC 391917	n di de di inggere	View / Edit
ompany Name: company ID Number: roing Business As (DBA) Name: UNS Number:	391917		View / Edit
ompany Name: company ID Number: roing Business As (DBA) Name: UNS Number:	391917		View / Edit
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oing Business As (DBA) Name: UNS Number:			
UNS Number:			
hysical Location:			
•		Mailing Address	5:
daharan Ar	220 De als beduatrial Blud	- Address 1:	
ddress 1: ddress 2:	239 Rock Industrial Blvd.	Address 1: Address 2:	
auress z: ity:	Union	City:	
		÷	
	63084	Zip Code:	
•	FRANKLIN		
dditional Information:			
mplover Identification Number	:271436910		
	5 to 9		
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dministrator:	hth companies		
Irganization Designation:			
mployer Category:	Federal Contractor with FA	R E-Verify Clause	
ederal Contractor Category:			
mployees being verified:	Entire workforce (all new hi entire company)	res and all existing e	mployees throughout th
AICS Code: 23	8 - SPECIALTY TRADE CO	NTRACTORS	
			View / Edit
	itate: ip Code: county: additional Information: mployer Identification Number otal Number of Employees: arent Organization: dministrator: Organization Designation: mployer Category: ederal Contractor Category: mployees being verified:	Attate: MO ip Code: 63084 county: FRANKLIN Additional Information: FRANKLIN additional Information: Imployer Identification Number: 271436910 otal Number of Employees: 5 to 9 arent Organization: hth companies Imployer Category: Federal Contractor with FA ederal Contractor Category: State or Local Government mployees being verified: Entire workforce (all new hi entire company)	MO State: ip Code: 63084 Zip Code: county: FRANKLIN additional Information: FRANKLIN mployer Identification Number: 271436910 otal Number of Employees: 5 to 9 arent Organization: hth companies Organization Designation: hth companies Imployer Category: Federal Contractor with FAR E-Verify Clause ederal Contractor Category: State or Local Government mployees being verified: Entire workforce (all new hires and all existing entire company)

Total Points of Contact: 2

View / Edit

View MOU

Accessibility Download Viewers U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

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

Note: Bid is being submitted by a Company, not by an individual.

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

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State of Missouri)				
County of)SS.)				
l, the undersigned, beir citizen or am classified by the l					
			and the second		
Date		Signature			
		en e			
Social Security Number or Other Federal I.D. Number	Pri	nted Name			
On the date above writh in the foregoing affidavit are tra			e me and swore formation and be		facts contained
		Notary Public			
My Commission Expires:				Not	Applicable

Bid # 06-10FEB14

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(Please complete and return with Bid)

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.

Bob Wood, Manager

Signature

Name and Title of Authorized Representative

02/10/14

Date

EXHIBIT A PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Scrvices Performed for:

Company Name: Dana Corporation Address: 2400 LeMone Industrial Drive, Columbia, MO 65201

Contact Name: Jason Soper Telephone Number: 573-449-0188

Date of Contract: Length of Contract: 9/16/13-present

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Missouri Employers Mutual Address: 101 N. Keene Street, Columbia, MO 65201

Contact Name: Telephone Number: Greg Flipppin

573-499-9714

Date of Contract: Length of Contract: 9/16/13- present

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Columbia Insurance Group Address: 2102 Whitegate Drive. Columbia, MO 65202

Contact Name: Judy Donnell Telephone Number:

(573)474-0063 Date of Contract:

Length of Contract: 9/16/13-present

Description of Prior Services (include dates):

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

	Clearview Enterprises LLC								
N	Business name/disregarded entity name, if different from above								
page 2	Clearview Mechanical Services								
ЦO	Check appropriate box for federal tax classification:	Exemptions (see instructions):							
ype		Exempt payee code (if any)							
Print or type c Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	Exemption from FATCA reporting code (if any)							
in Pri	Other (see instructions) ►								
cific	Address (number, street, and apt. or suite no.)	Requester's	nam	name and address (optional)					
Specifi	239 Rock Industrial Blvd., Suite 108								
	City. state, and ZIP code								
See	Union, MO 63084								
	List account number(s) here (optional)			_					
Par	t I Taxpayer Identification Number (TIN)								
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name	'line So	cial s	ecurity	numl	ber			
reside entitie	id backup withholding. For individuals, this is your social security number (SSN). However, for ant alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> in page 3.						-		
	If the account is in more than one name, see the chart on page 4 for guidelines on whose	En	nploy	er ident	ificat	ion nu	mber		
	er to enter.	2	7	_ 1	4	3	6 9	1	0
					Ľ	Ľ			
Par	Certification								

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

instruction	is on page 5.	-	
Sign Here	Signature of U.S. person ►	11 PAUL	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

18-FEB-

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

· An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

· An estate (other than a foreign estate), or

Date 🕨

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership to or stablesh your U.S. status and avoid section 1446 withholding on your share of partnership income.

Bryant Heating & Cooling Systems Commercial Rooftop Equipment 580J Limited Warranty



GENERAL LINE TED WARRANTY STATEMENT – We warrant all Bryant products against failure due to defects in material and workmanship under normal use and service, subject to the conditions and time periods set forth herein. Our sole and exclusive obligation shall be limited to repairing or supplying a replacement for the failed part, assembly or portion thereof, which our inspection shall show to be defective, F.O.B. Bryant factory.

PERIOD OF COVERAGE

- IFIRST YEAR LIMITED WARRANTY This limited warranty applies for one year from date of initial operation or 18 months from date of shipment, whichever is the first to occur, to all parts and components in the Bryant product identified herein, excepting refrigerant, air filters and filter-driers which are not included in any part of this limited warranty.
- MOTOR-COMPRESSOR PROTECTION PLAN This limited warranty applies for four years from date of the end of the first-year limited warranty to the hermelic motor-compressor only in the product identified herein. The failed hermetic motor-compressor shall be returned to the factory at Bryant's cost.
- HEAT EXCHANGER PROTECTION PLAN Where a gas-fired heater is supplied as an integral part of the product identified herein, we shall supply a replacement heat exchanger if said heat exchanger shall fail due to defects in material or workmanship at any time during a nine-year period from the date of the end of the first-year limited warranty.

GENERAL CONDITIONS

This limited warranty does not cover the cost of labor for any adjustments or service calls, nor does it include the cost of labor for diagnosing, repairing, removing, installing, shipping, handling or replacing detective parts or components. This limited warranty does not apply if the Bryant product or any part thereof has been subjected to misuse, abuse, neglect, accident or alteration. This limited warranty applies only to Bryant products installed within the boundaries of the Continental United States, Canada and Hawaii, and only applies to parts supplied or designated by Bryant.

THIS EXPRESS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. BRYANT SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, COMMERCIAL PROFITS, OR CUSTOMER GOODWILL, AND ANY OTHER CLAIMS BASED ON CONTRACT OR TORT, WHETHER OR NOT ARISING FROM BRYANT'S NEGLIGENCE.

Service or other labor charges not included in this warranty may be covered by a service agreement through the seller at time of purchase. Such agreement or contract shall be separate and apart from this factory equipment warranty,

BRYANT HEATING & COOLING SYSTEMS • Syracuse, New York 13221

Cetalog Number: 3600407/231

Edillon Usile: 01/08

Page 1 of 2

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	IMPORTAN	Π ·	
Obligations of Purchaser (not inclu	uded in this warranty):		
1. Failure to start due to voltage	conditions, blown fuses or other damage due	e to inadequacy or interruption of electrical ser	vice.
2. Filter replacement or cleaning	of evaporator coil, condenser coil or heat ex	changer.	
3. Damage due to freezing of wa	ater, inadequate or interrupted water supply,	use of corrosive water or rearrangement of plu	umbing system.
4. Failure resulting from overfiring	ig, use of incorrect fuel, and improper burner	or control adjustments.	
5. Damage caused by accident,	misapplication, abuse, atteration, tampering	or servicing.	
6. Damage resulting from use of	equipment in corrosive atmosphere.		
7. Damage due to improper serv	rice or lack of proper maintenance.		
Name of Owner	Unit Model	Date of Installation	
Address of Installation			
Unit Serial No	Installed by		

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BOONE COUNTY, MISSOURI Request for Bid #: 06-10FEB14 – Roof Top HVAC Unit

ADDENDUM #1 - Issued January 24, 2014

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum <u>should be acknowledged</u> and submitted with Bidder's *Response Form*.

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

- 1.) The gas heat exchanger for the roof top HVAC unit shall be aluminized, not stainless. Please <u>delete the following wording</u> from Section 2.8.2. Warranty:
 - 15-year gas heat exchanger parts Stainless Steel

By:

: Amy Rollins

Amy Roblyins Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 06-10FEB14 – Roof Top HVAC Unit, receipt of which is hereby acknowledged:

Company Name:	Clean	VICOU .	Acchinical	SERVICES	
Address:	1022	Northeo	st DRIVE, Ste	D, JEFFERSON	
				City. Me. 651	09
Phone Number: $573 -$				573-635-6261	
Authorized Representati	ve Signatu	for Dit	Word	Date: <u>11 - FEB - 1</u> 4	
Authorized Representati	ve Printed	Name:	Bob Wood		

RFB #: 06-10FEB14

1/24/14



BOONE COUNTY, MISSOURI Request for Bid #: 06-10FEB14 – Roof Top HVAC Unit

ADDENDUM #2 - Issued February 3, 2014

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

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

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

1) Question: Why did the County choose to bid a different brand HVAC unit than what is currently installed (Trane Model #YCD120B3L0DB)?

Response: The County has experienced difficulty getting parts and technical assistance in a timely manner for the existing unit.

2) Question: Are there security measures to consider for work inside of the building?

Response: Yes, the County will require all Contractors be subjected to a Criminal Background Check. The Background Check for all Contractors' employees will be administered by Boone County.

3) Question: Are there "burglar bars" installed in the existing unit?

Response: No.

4) Question: For contractors who were unable to attend the pre-bid conference, will access to the facility roof be made available at another time prior to the bid opening?

Response: Contractors may contact Bob Davidson, Facilities Maintenance Manager, at 573-886-4401 to schedule an appointment for roof access.

5) The County is providing the attached aerial view of the project for identification of the roof top HVAC Unit to be replaced. The unit to be replaced is circled.

my Robins

Amy Robbins Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # 06-10FEB14 – Roof Top HVAC Unit receipt of which is hereby acknowledged:

receipt of which is here	by acknowledged.		
Company Name: Address:			SERVICES . JEFFERSON UN, MO. 65109
Phone Number: 573 E-mail address: bizood	-635-1606	Fax Numbe	r: <u>573-635-626</u>
Authorized Representat		1 love	Date: 11-FEB 14
Authorized Representat		Beb Wood	



BOONE COUNTY, MISSOURI Request for Bid #: 06-10FEB14 – Roof Top HVAC Unit

ADDENDUM #3 - Issued February 3, 2014

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

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

- 1) Standard Warranty on the condenser coil parts shall be 1 year. Please <u>delete the following wording from Section 2.8.2. Warranty:</u>
 - 3-year Novation condenser coil parts

2) The County is extending the Bid Submission Deadline to:

Tuesday, February 11, 2014 at 2:30 P.M. C.S.T. Location of opening remains the same.

my Rolling

Amy Robbins/ Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # 06-10FEB14 – Roof Top HVAC Unit receipt of which is hereby acknowledged:

Company Name: Address:	Clearview Mechanical SERVICES 1022 Northeast DR, Ste D. JEFFERSON City, MC 6-5109	
Phone Number: $\frac{5}{k}$ E-mail address: $\frac{5}{k}$		
	ntative Signature: Deli III and Date: 11- FEB-	14
Authorized Repres	ntative Printed Name: Bob Uboc	



BOONE COUNTY, MISSOURI Request for Bid #: 06-10FEB14 – Roof Top HVAC Unit

ADDENDUM #4 - Issued February 3, 2014

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

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

The County received the following question and is providing a response below:

1) Question: Is the Contractor's pricing to include the disconnection and reconnection of the gas piping or the high voltage electrical necessary for the RTU to be removed and reinstalled?

Response: As indicated in Section 2.1. of the bid document, this contract will be for the delivery, installation and furnishing of *all labor*, materials, tools, equipment, delivery and supervision to replace and dispose of the current unit. This is to include the disconnect and reconnect of gas piping or high voltage electrical as necessary for the old unit to be removed and the new unit to be installed.

my Robbins By:

Amy Robbins / Senior Buyer

OFFEROR has examined copy of Addendum #4 to Request for Bid # 06-10FEB14 - Roof Top HVAC Unit receipt of which is hereby acknowledged:

Company Name:	Clearlyiew M	Reinanial Se	RVILLS
Address:	1022 Nin Heast	DA STED JEA	Ferson City
	MO. 65109		
Phone Number: 573-1	35-1606	Fax Number:	573-635-6261
E-mail address: Divisio	a changed said	luist com	
Authorized Representat	ive Signature:	1 hbrd	Date: 11- Feb-14
Authorized Representat	ive Printed Name:	Bob Woo	d

RFB #: 06-10FEB14

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Jason Kander

MISSOURI Secretary of State





Investor Protection & Securities



Records Administrative Rules

Rublications & Forms

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 2/13/2014

Business Name History

Name Clearview Mechanical Services	Name Type Legal	
Fictitious Registration - Domestic - Information		
Charter Number:	XD1340870	
Status:	Fictitious Active	
Entity Creation Date:	9/9/2013	
Expiration Date:	09/09/2018	

Name: Address:

Auure 35.

CLEARVIEW ENTERPRISES LLC

239 Rock Industrial Boulevard, Suite 108 Union MO 63084

sos.mo.gov Internet Privacy Policy Bid Opportunities Missouri State Government Employment Directions Sile Map Employee Access



Contact Us: 600 West Main Street Jefferson City, MO 65101 Main Office: (573) 751-4936 Info@sos.mo.gov Branch Offices

Search Results

Current Search Terms: clearview* mechanical* services*

Notice: This printed document represents only the first page of your SAM search results. More results may be availa print your complete search results, you can download the PDF and print it.	able. To	G
No records found for current search.		Sea

Glossary

<u>Search</u> <u>Results</u>

Entity

Exclusion <u>Search</u>

<u>Filters</u>

By Record Status

By Functional Area - Entity Management

By Functional Area -Performance Information

SAM | System for Award Management 1.0

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



Search Results

Current Search Terms: clearview* enterprises* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

<u>Search</u> <u>Results</u>

Entity Exclusion

<u>Search</u> <u>Filters</u>

By Record Status

By Functional Area - Entity Management

Ву

Functional Area -Performance Information

SAM | System for Award Management 1.0

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



1 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	arch Session of the Janua	ssion of the January Adjourned			14	
County of Boone						
In the County Commission of said county, on	e 4th	day of	March	20	14	
the following, among other proceedings, were	d, viz:					

Now on this day the County Commission of the County of Boone does hereby award bid 07-31JAN14 – Band Saw to Apex Pinnacle Corp. of Port Crane, NY.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 4th day of March, 2014.

ATTEST: Wendy S. N 6ten

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins, Senior Buyer
DATE:	February 26, 2014
RE:	07-31JAN14 – Band Saw

07-31JAN14 – Band Saw opened on January 31, 2014. Four bids were received and Public Works recommends award by low bid to Apex Pinnacle Corp. of Port Crane, NY.

Total cost for the band saw is \$5144.76 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 - Machinery & Equipment. \$6,000 was budgeted for this purchase. The Bid Tabulation is attached for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works Bid File

07-31JAN14 - Band Saw

	BID TABULATION		Apex Pinnacle Corp.	Border Construction Specialties	Ahrens Steel & Welding Supplies	Pat Mooney, Inc.
4.7.	PRICING	QTY	UNIT PRICE	UNIT PRICE		
	FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent	1	\$5,144.76	\$5,450.00	\$5,710.00	\$5,850.00
	If bidding equivalent list Manufacturer & Model					
4.8.			30 days	10 days	2 weeks	2 weeks
4.9.	Describe Warranty		Manufacturer standard	Standard Mfg. Warranty	1 year parts & labor	12 month warranty on all non-wear parts
<u>4.10.</u>	Any Deviations from Section 2.0.		2.7.1. End user must add coolant	None	None	None
4.12.	Cooperative Purchasing Y or N		Didn't respond	Yes	Yes	Yes

<u>No Bid</u>

.

Columbia Welding & Machine (Doesn't carry product)

To: County Clerk's Office

Comm Order # _

Please return all documentation to Auditor's Office.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Apex Pinnacle Corp.

07-31JAN14

BID NUMBER

VENDOR NO.

VENDOR NAME

Bill to Department # 2040

Ship to Department # 2040

Amount	Unit Price	Qty	Item Description	Account	Department
\$5,144.76	5144.76	1	FMB Phoenix Bandsaw M#3310042	91300	2040
			(See Contract for Options)		
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00					
\$0.00 5,144.76	 :	RAND TOTAL	G		

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By



2/7/14

REQUEST

DATE

Commission Order # 91 - 2014

PURCHASE AGREEMENT FOR BAND SAW

THIS AGREEMENT dated the <u>4</u> day of <u>March</u> 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Apex Pinnacle Corp., herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a Band Saw, bid number 07-31JAN14, any applicable addenda, the Contractor's bid response dated January 29, 2014 and executed by Chris White on behalf of the Contractor. All such documents shall constitute the contract documents which are 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 this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) FMB Phoenix Gravity Feed Bandsaw Model 3310042 which includes the manufacturer standard warranty for a total of \$5,144.76.

3. *Delivery* - Vendor agrees to deliver equipment as set forth in the bid documents and within 3 weeks after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices 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 Vendor, 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.

1-2012

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

APEX PINNACLE CORP. by <u>Debhe Katorce</u> title <u>ACCOUNTS Manager</u>

APPROVED AS TO FORM: C.J. Dykhouse, County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST: Wendy S. Noren, County Clerk

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

2/26/14 Date 2040-91300 - \$5,144.76

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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

	Response Form		
4.1.	Company Name: APEX PINNACLE		
4.2.			
4.3.	Address: City/Zip: PORT CRANE, NY 13	833	
4.4.	Phone Number: 607 648 5889		
4.5.	Fax Number: 607 648 5172		
4.6.	Federal Tax ID: 16 -1449253		
4.6.1.	(Y Corporation		
	() Partnership - Name		
	() Individual/Proprietorship - Individual Name		
	() Other (Specify)		
4.7.	PRICING		
	rricing]	
	Description	Quantity	Unit Price
	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or	Quantity	Unit Price \$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent	1	\$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or	1	\$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response:	l del below as well a	\$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: Model	l del below as well a	\$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: and mo specifications with bid response: Manufacturer: Model Delivery ARO: 30 DAYS ARO	1 del below as well a	\$ 5144.76
4.7.1.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: Model	1 del below as well a	\$ 5144.76
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4.7.1. 4.8. 4.9.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: and mo specifications with bid response: Manufacturer: Model Delivery ARO: 30 DAYS ARO	1 del below as well a :	\$ 5144. 76 as provide product
4.7.1. 4.8. 4.9.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: Model Delivery ARO: 30 DAYS ARD Describe Warranty: MANUFACTUFELS (ST)	1 del below as well a :	\$ 5144. 76 as provide product
4.7.1. 4.8. 4.9.	Description FMB Phoenix Gravity Feed Bandsaw Model 3310042 or Equivalent If bidding an equivalent product, specify manufacturer and mo specifications with bid response: Manufacturer: Model Delivery ARO: 30 DAYS ARD Describe Warranty: MANUFACTUFELS (ST)	1 del below as well a :	\$ 5144. 72 as provide product

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

Print Name and Title of Authorized Representative Date: 1/29/14

CHRIS WHITE BID COORDINATOR

4.12. 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

Bid #07-31JAN14



Standard Terms and Conditions

Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201

Amy Robbins, Senior Buyer (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 may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses

required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

(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, <u>Federal Register</u> (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.

CHRIS WHITE

BID COORDINATOR

Name and Title of Authorized Representative

JUL

Signature

1/29/14

Bid #07-31JAN14



Request for Bid (RFB)

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

<u>Amy Robbins, Senior Buyer</u> (573) 886-4392 - FAX (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Number:Bid DataBid Number:07-31JAN14Commodity Title:Band Saw

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

	Bid Submission Address and Deadline
Day / Date:	Friday, January 31, 2014
Time:	1:30 PM (Bids received after this time will be returned unopened)
Location / Mail Address:	Boone County Purchasing Department
	Boone County Annex
	613 E. Ash St., Room 109
	Columbia, MO 65201
Directions:	The Johnson Building is located on the Northwest corner at 7 th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.
	Bid Opening
Day / Date:	Friday, January 31, 2014
Time:	1:30 PM
Location / Address:	Boone County Annex Conference Room
	613 E. Ash St.
	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 Debarment Certification "No Bid" Form

1. Introduction and General Conditions of Bidding

1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate: *Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

- 1.2.3. Bid This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders 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 compare the lowest bid received with the current State contract pricing, and award 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 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.

Bid #07-31JAN14

County of Boone

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 contract for the furnishing and delivery of a new FMB Phoenix Gravity Feed Band Saw Model #3310042 or Equivalent with all manufacturer's standard equipment and those features as detailed in the following specifications.
- 2.1.1. Quantity 1 Note: Vendor will be bidding on one (1) band saw.
- 2.2. TECHNICAL SPECIFICATIONS-10" cutting capacity bandsaw with hydraulic cutting control.
- 2.2.1. Saw Motor 1 HP
- 2.2.2. Saw Drive Efficiency 95%
- 2.2.3. **Coolant Pump** 1/8 HP
- 2.2.4. Blade Length 8'
- 2.2.5. Blade Width 1-1/16"
- 2.2.6. Floor Space 32" x 55"
- 2.2.7. Work Height 36"
- 2.2.8. Machine Weight 695 lbs
- 2.2.9. Accessories: Included are Precision machined cast saw head; Strong saw pivot; Precision machined horizontal blade guide arm; ACCU-CUT blade guide holder; Carbide blade guides with set tolerance of 0.0007"; Top and side roller guides for support into the carbide guide, 0-60 degree mitre saw head with built-in precision protractor; Positive preset stops for 0 and 60 degree cuts.
- 2.2.10. Saw must include 2 extra blades.
 - 2.3. WARRANTY: Bid prices will include standard manufacturer's warranty with warranty information included with the bid response.
 - 2.4. **DEVIATION(S)** 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 along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
 - 2.5. **DESIGNEE** Boone County Public Works, Maintenance Operations Division, Greg Edington, Assistant Manager, 5551 Tom Bass Rd., Columbia, MO 65201. (573) 449-8515 ext. 226.
- 2.5.1. Contact Amy Robbins, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201. Telephone (573) 886-4391 or Facsimile (573) 886-4390 or Email: arobbins@boonecountymo.org
- 2.6. **DELIVERY** Unit shall be delivered with Bill of Sale, Invoice and the Owner's/Parts Manual.
- 2.6.1. **Delivery Terms:** FOB Destination Boone County Public Works Department, Maintenance Operations Division, 5551 Tom Bass Rd., Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.6.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.7. ADDITIONAL TERMS AND CONDITIONS
- 2.7.1. Unit is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all components accounted for and all adjustments made.
- 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

County of Boone

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." 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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Advice of Award Bids, Addendums, Bid Tabulations, and Bid Awards may be viewed on our web page at <u>www.showmeboone.com</u>. Then select "Purchasing" along the left side of the page.
- 3.3. **BID OPENING -** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. Method of Evaluation The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. Endurance of Pricing Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 6, 2014.

Selected Entity Name: APEX PINNACLE CORP.
Selected Entity Status InformationCurrent Entity Name:APEX PINNACLE CORP.DOS ID #:1757512Initial DOS Filing Date:SEPTEMBER 17, 1993County:BROOMEJurisdiction:NEW YORKEntity Type:DOMESTIC BUSINESS CORPORATIONCurrent Entity Status:ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity) APEX PINNACLE CORP. PO BOX 475 PORT CRANE, NEW YORK, 13833

Chief Executive Officer

TAMMY TAYLOR PO BOX 475 16 CANAL ST PORT CRANE, NEW YORK, 13833

Principal Executive Office

APEX PINNACLE CORP. 1040 TAFT AVE ENDICOTT, NEW YORK, 13760

Registered Agent

NONE

Entity Information

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

of Shares Type of Stock \$ Value per Share

200 No Par Value

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 17, 1993	Actual	APEX PINNACLE CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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2/7/2014

System for	· Award N	Management
Oysternio	Aveau	

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1	Apex Pinnacle Corp.	16 Canal St
1	DUNS: 625882609 CAGE Code: OREY5	Port Crane, NY, 13833-1509,
	Status: Active	UNITED STATES
	Entity Overview	
		Carrier and the second se

Entity Information Name: Apex Pinnade Corp. Business Type: Business or Organization POC Name: Tammy Taylor

Registration Status: Active Activation Date: 08/13/2013 Expiration Date: 08/13/2014

Exclusions Active Exclusion Records? No

SAM | System for Award Management 1.0

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

IBM v1.1466.20140121-1343

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI Care March S		ion of the Janua	ry Adjourn	ed	Term. 20] 4
County of Boone					
In the County Commission of said coun	ity, on the	4th	day of	March	20 14
the following, among other proceedings	s, were had, viz:				

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, March 5, 2014, at 8:30 a.m. The meeting will be held in Room 214 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.021(9) RSMo.- preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

Done this 4th of March, 2014.

ATTEST:

Wendy S. Noren 700 Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller District I Commissioner

Jaret M.Thompson District II Commissioner