

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 1st day of December 20 15

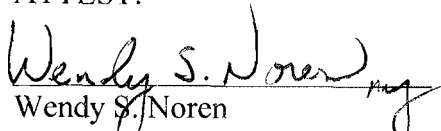
the following, among other proceedings, were had, viz:

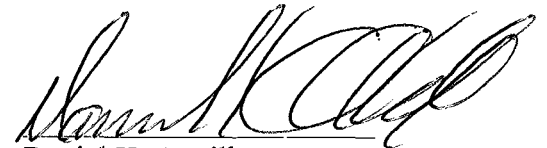
Now on this day the County Commission of the County of Boone does hereby **approve** the request by The Real Estate Investment LLC on behalf of the Islamic School of Columbia MO for a daycare center on 3.82 acres located at 5210 South Cowan Rd., Columbia with the following condition:

- That the number of children enrolled in the day-care center be limited to 40.

Done this 1st day of December, 2015.

ATTEST:

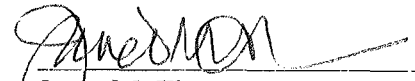
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the 1st day of December 20 15

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

Now on this day the County Commission of the County of Boone does hereby table the request by Phillip and Brice Hanberry on behalf of Beacon Street Properties LLC to rezone from A-2 (Agriculture) to A-RP (Planned Agriculture Residential) and approve a Review Plan and Preliminary Plat for Heatherhill Estates on 49.91 acres, more or less, located at 7770 S High Point Lane, Columbia.

Done this 1st day of December, 2015.

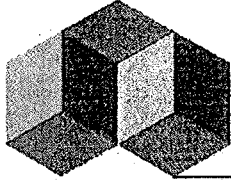
ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

November 24, 2015

Stan Shawver, Director Resource Management  
Boone County Government Center  
Columbia, Mo 65201

Via Email: SShawver@boonecountymo.org

Re: Request to table the County Commission Hearing for Heatherhill Estates AR-P Plan.

Dear Mr. Shawver:

On behalf of Beacon Street Properties, I would like to formally request to table the public hearing before the County Commission for the above named project from their December 1, 2015 meeting to their December 29, 2015 meeting. We are requesting this to be tabled to allow us more time to have discussions with the neighbors and other interested parties. Specifically in regards to Storm water runoff, Flooding, Density and Traffic matters.

If you have any questions or concerns regarding this request please contact me at the number below.

Sincerely,

A Civil Group, LLC

Jay Gebhardt, PE, PLS

3401 BROADWAY BUSINESS PARK CT., SUITE 105  
COLUMBIA, MISSOURI  
PHONE: 573-817-5750 FAX: 573-817-1677 EMAIL:OFFICE@ACIVILGROUP.COM

# CERTIFIED COPY OF ORDER

December Session of the October Adjourned

Term. 20 15

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 1st day of December 20 15

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the Presiding Commissioner to sign it:

K & C. S3-T50N-R14W. A-2. Carla and Kevin Pudenz, owners. Steven R. Proctor, surveyor.

Done this 1st day of December, 2015.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

# CERTIFIED COPY OF ORDER

December Session of the October Adjourned

Term. 20 15

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 1st day of December 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Sturgeon regarding the distribution of certain road sales tax and property tax revenues.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Road & Bridge Improvement/Repair Cooperative Contract.

Done this 1st day of December, 2015.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Karen M. Miller  
Karen M. Miller  
District I Commissioner  
Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 1<sup>ST</sup> day of December, 2015, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Thirty-Nine Thousand Three Hundred Twenty-One Dollars and Sixty Five Cents (\$39,321.65)** as determined by the

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

formula for Year 3 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a




debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

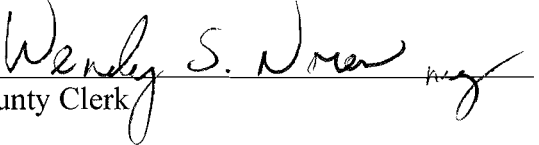
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**BOONE COUNTY**

By:   
Presiding Commissioner

Date: 12-1-15

ATTEST:

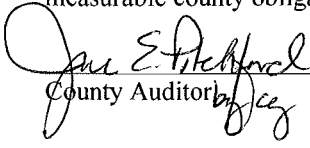
  
County Clerk

APPROVED AS TO FORM:

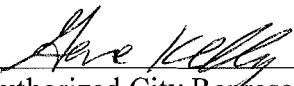
  
County Attorney

**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 12/19/15  
County Auditor Date  
2049-71452

**CITY OF STURGEON**

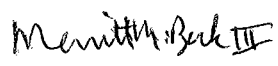
By:   
Authorized City Representative

Date: 10/6/2015

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**2015 Road & Bridge Sales Tax Distribution**

Period: March 2014 - February 2015

	13,754,106.70	
Statutory Rollback:	<u>(5,562,095.66)</u>	0.40
	<u>8,192,011.04</u>	0.60
	6,737,929.07	
	81,920.11	
Mon AV%-- A	<u>1,064,961.44</u>	
Columbia)---B	184,320.25	
	<u>122,880.17</u>	
	<u>8,192,011.04</u>	

Statutory To Cities Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	0.01		0.13		0.0225		0.015		Total
		Sales Tax Distribution To Application Entities		Sales Tax Distribution To Formula Entities (A)		Sales Tax Distribution To Formula Entities (B)		Sales Tax Distribution To CSR		
Per CO#609-2012 Year 3 of 6										
6,239.86	A 27,168.99	A	n/a	28,575.13	A	81,630.25	A	n/a		143,614.23
6,143.93	A 26,751.40	A	n/a	27,026.46	A	77,206.18	A	n/a		137,127.97
225,645.97	A 982,483.53	A	n/a	1,000,439.10	A	n/a		n/a		2,208,568.60
1,955.18	A 8,513.20	A	n/a	8,920.75	A	25,483.82	A	n/a		44,872.95
304.08	A 1,324.03	A	13,107.22	A n/a		n/a		n/a		14,735.33
108.72	A 473.35	A	9,830.41	A n/a		n/a		n/a		10,412.48
345.38	A 1,503.84	A	15,564.82	A n/a		n/a		n/a		17,414.04
846.66	A 3,686.51	A	39,321.65	A n/a		n/a		n/a		43,854.82
22.66	A 98.67	A		n/a		n/a		n/a		121.33
5.74	A 25.00	A		n/a		n/a		n/a		30.74
131.88	A 574.15	A		n/a		n/a		n/a		706.03
			4,096.01	C n/a		n/a		n/a		4,096.01
241,750.06	1,052,602.67		81,920.11	1,064,961.44		184,320.25		-		2,625,554.53
	114,148.70	M	n/a	n/a		n/a		122,880.17	A	263,431.53
<b>241,750.06</b>	<b>1,166,751.37</b>		<b>81,920.11</b>	<b>1,064,961.44</b>		<b>184,320.25</b>		<b>122,880.17</b>		<b>2,888,986.06</b>
09-71350 Resource Mngt	2049-71405 Resource Mngt		2049-71452 Resource Mngt	2049-71451 Resource Mngt		2049-71451 Resource Mngt		2049-71453 Resource Mngt		

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of

December

20

15

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

Now on this day the County Commission of the County of Boone does hereby award bid 62-02OCT15 – HVAC Units and Parts Term & Supply to the following three vendors based on their ability to sell products of different manufacturers:

- Reliable Products Corporation d/b/a Johnstone Supply
- Comfort Products Distributing
- Riback Supply Company

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

Done this 1st day of December, 2015.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Cheli Haley**  
Buyer



613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573)886-4392  
Facsimile: (573)886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Cheli Haley, Buyer  
DATE: November 18, 2015  
RE: *62-02OCT15 – HVAC Units and Parts Term & Supply*

Bid *62-02OCT15 – HVAC Units and Parts Term & Supply* opened on October 2, 2015 with three bids received. Facilities Maintenance recommends awarding by best bid for ease of contract to all three bidders since each sell the products of different manufacturers. Award will go to Reliable Products Corporation d/b/a Johnstone Supply, Comfort Products Distributing, and Riback Supply Company, all of Columbia, Missouri.

Invoices will be paid from Department 6100 – Facilities and Grounds Maintenance and Account 60200 – Equipment Repairs/Maintenance. The amount budgeted for this work is \$29,000.00.

The bid tabulation and award recommendation are attached for your review.

**62-02OCT15 – HVAC Units and Parts – Term & Supply**

BID TABULATION		Reliable Products Inc. d/b/a Johnstone Supply			Riback Supply Company			Comfort Products Distributing		
Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	% Off	Warranty (Years)	Available Within 24 Hours	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit				N/A			N/A		
	Condensing Unit				N/A					
Trane products and products compatible with Trane units.	Coil				N/A					
	Thermostat				10	5	Yes			
	Motors:									
	Blower Fan				5	1	No			
	Condenser Fan				5	1	No			
	Inducer Fan				5	1	No			
	Igniters				5	1	No			
	Curb Adaptors				5	1	No			
	Minimum guaranteed % off repair/replacement parts	48			5					
	Units Available Locally (within a 30 mile radius)?	No								
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes									
Other Items Not Specifically Indicated					5					
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.										
Carrier	Rooftop Unit				N/A			N/A		
	Condensing Unit				N/A			N/A		
Carrier products and products compatible with Carrier units.	Coil				N/A			20		
	Thermostat				10			20		
	Motors:									
	Blower Fan				5			20		
	Condenser Fan				5			20		
	Inducer Fan				5			20		
	Igniters				5			20		
	Curb Adaptors				5			10		
	Minimum guaranteed % off repair/replacement parts	48			5			10		
	Units Available Locally (within a 30 mile radius)?	No						No		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes						Yes			
Other Items Not Specifically Indicated					5		No			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.								10	Bryant	
Bryant	Rooftop Unit				N/A			10		
	Condensing Unit				N/A			10		

571-2015

Bryant products and products compatible with Bryant units.	Coil				N/A			20	
	Thermostat				10			20	
	Motors:								
	Blower Fan				5			20	
	Condenser Fan				5			20	
	Inducer Fan				5			20	
	Igniters				5			20	
	Curb Adaptors				5			10	
	Minimum guaranteed % off repair/replacement parts	48			5			10	
	Units Available Locally (within a 30 mile radius)?	No						Yes	
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes						Yes		
Other Items Not Specifically Indicated				5			No		
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.									
York	Rooftop Unit				N/A			N/A	
	Condensing Unit				N/A				
York products and products compatible with York units.	Coil	48	1		N/A				
	Thermostat	48	1		10				
	Motors:								
	Blower Fan	48	1	Yes	5				
	Condenser Fan	48	1	Yes	5				
	Inducer Fan	48	1	Yes	5				
	Igniters	48	1	Yes	5				
	Curb Adaptors	50	1	No	5				
	Minimum guaranteed % off repair/replacement parts	48			5				
	Units Available Locally (within a 30 mile radius)?								
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes								
Other Items Not Specifically Indicated				5					
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.									
Goodman	Rooftop Unit				N/A			N/A	
	Condensing Unit				N/A				
Goodman products and products compatible with Goodman units.	Coil	5			N/A				
	Thermostat	48			10				
	Motors:								
	Blower Fan	48			5				
	Condenser Fan	48			5				
	Inducer Fan	48			5				
	Igniters	48			5				

5/11-2015

	Curb Adaptors	50			5				
	Minimum guaranteed % off repair/replacement parts	48			5				
	Units Available Locally (within a 30 mile radius)?	Yes							
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes							
	Other Items Not Specifically Indicated				5				
	If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		5	Goodman was purchased in 2014 by Daikin & is the label on the commercial units					
Lennox	Rooftop Unit				N/A			N/A	
	Condensing Unit				N/A				
Lennox products and products compatible with Lennox units.	Coil				N/A				
	Thermostat				10				
	Motors:								
	Blower Fan				5				
	Condenser Fan				5				
	Inducer Fan				5				
	Igniters				5				
	Curb Adaptors				5				
	Minimum guaranteed % off repair/replacement parts	48			5				
	Units Available Locally (within a 30 mile radius)?	No							
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes							
	Other Items Not Specifically Indicated				5				
	If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.								
No Brand Specified	Unit Heaters	47			10			20	

571-2015



**PURCHASE AGREEMENT  
FOR  
HVAC UNITS AND PARTS TERM & SUPPLY**

**THIS AGREEMENT** dated the 1<sup>ST</sup> day of December 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Reliable Products Corporation d/b/a Johnstone Supply**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **HVAC Units and Parts Term & Supply**, bid number **62-02OCT15**, any applicable addenda, and the Contractor's bid response dated **September 30, 2015**, and executed by **Ben Brasseur** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **begin on November 1, 2015 and extend through October 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

**4. Delivery** - Contractor agrees to deliver items as required in the bid specifications. Delivery of urgent items should be provided within twenty-four (24) hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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


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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**RELIABLE PRODUCTS CORPORATION  
d/b/a JOHNSTONE SUPPLY**

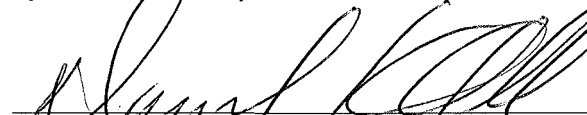
  
by Ben Brasseur

title President

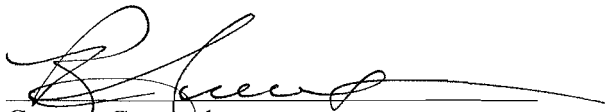
address 3425 Bridgeland Dr  
Bridgeton Mo 63044

**BOONE COUNTY, MISSOURI**

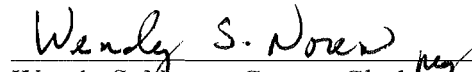
by: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

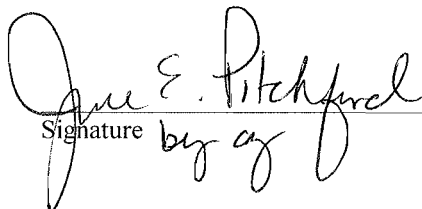
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by

11/19/15  
Date

6100/60200 Term & Supply  
No Encumbrance Required  
Appropriation Account



Administration and billing for all locations Phone 314-291-8750 Fax 314-291-1662 Toll Free 866-637-7717  
3425 Bridgeland Dr. Bridgeton, MO 63044 Phone 314-291-8788 Fax 314-291-4816 Toll Free 800-234-4554  
1536 Fenpark Dr. Fenton, MO 63026 Phone 636-343-0136 Fax 636-343-9380 Toll Free 800-950-8575  
2900 Eastport Plaza Dr. Collinsville, IL 62234 Phone 618-346-7650 Fax 618-346-7652 Toll Free 800-345-5532  
3120 Industrial Pk Place W St. Peters, MO 63376 Phone 314-447-0603 Fax 314-447-0606 Toll Free 866-803-4584  
1800 Burlington St. Columbia, MO 65202 Phone 573-214-9050 Fax 573-214-0928 Toll Free 844-370-1517

[www.JohnstoneSupply.com](http://www.JohnstoneSupply.com)

September 30<sup>th</sup>, 2015  
County of Boone, MO  
Boone County Purchasing  
613 East Ash Street, Room 109  
Columbia, MO 65201

Dear Purchasing Department,

Thank you for allowing Reliable Products Inc, DBA as Johnstone Supply, the opportunity to participate in Bid Number: 62-02OCT15. Johnstone Supply is the top cooperative wholesale distributor in the United States and is a recognized national leader in the Heating, Ventilation, Air Conditioning, & Refrigeration industries. Reliable Products is one of one hundred and ten ownership groups that makes up the cooperative and currently has five locations in Missouri and Illinois. One of Reliable Products locations is located at 1800 Burlington St in Columbia, MO and has been fully operational for over a year and half.

At Reliable Products it is our goal to provide a great customer experience at a competitive price. Included in this pamphlet are all of the documents that were required of our organization to bid on 62-02OCT15. Once accepted Reliable Products will provide the list price spreadsheet electronically to the purchasing department.

We are excited about the opportunity to partner with Boone County. If anyone has any questions or needs more information please feel free to contact me at anytime.

Sincerely,

Ben Brasseur  
President

Reliable Products Inc, DBA Johnstone Supply  
(314) 291-8750 ext 202  
[Ben.brasseur@johnstonesupply.com](mailto:Ben.brasseur@johnstonesupply.com)



**BOONE COUNTY – MISSOURI**

**Request for Bid #: 62-02OCT15  
HVAC Units and Parts – Term & Supply**

**ADDENDUM 1: Issued September 22, 2015**

This addendum is issued in accordance with the Response Form of 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 their Bid Response.

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.

**Change to Bid Response Form: The form below shall be used in place of the form provided in Section 4.8. in the above noted Request for Bid when submitting a response.**

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
Trane products and products compatible with Trane units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	No		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes			
Other Items Not Specifically Indicated				

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		
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Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit			
	Condensing Unit			
Carrier products and products compatible with Carrier units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	No		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes			
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit			
	Condensing Unit			
Bryant products and products compatible with Bryant units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			

	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	No		
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes		
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
York	Rooftop Unit			
	Condensing Unit			
York products and products compatible with York units.	Coil	48%	1 year	Depends on model
	Thermostat	48%	1 year	Depends on model
	Motors:			
	Blower Fan	48%	1 year	Yes
	Condenser Fan	48%	1 year	Yes
	Inducer Fan	48%	1 year	Yes
	Igniters	48%	1 year	Yes
	Curb Adaptors	55%	1 year	No
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	Depends on model		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes			
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		45%	Coleman is the brand we sell which is manufactured by VPG (Same as York)	

- York units warranty charges based on SKU

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Goodman	Rooftop Unit			
	Condensing Unit			
Goodman products and products compatible with Goodman units.	Coil	5%	1 year	Yes
	Thermostat	48%	1 year	Yes
	Motors:			
	Blower Fan	48%	1 year	Yes
	Condenser Fan	48%	1 year	Yes
	Inducer Fan	48%	1 year	Yes
	Igniters	48%	1 year	Yes
	Curb Adaptors	50%	1 year	No
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	Yes		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes			
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		5%	Goodman was purchased in 2014 by Daikin it is the label on the commercial units	

↳ Daikin unit warranty changes based on SKU

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
Lennox products and products compatible with Lennox units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts	48%		
	Units Available Locally (within a 30 mile radius)?	No		

	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	Yes	
	Other Items Not Specifically Indicated		
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters	47%		

By: *Cheli Haley*  
Cheli Haley,  
Buyer

BIDDER has examined Addendum 1 to Request for Bid #: 62-02OCT15 – HVAC Units and Parts, receipt of which is hereby acknowledged.

Company Name: Reliable Products Inc. DBA JOHNSTONE SUPPLY

Address: 3425 Bridgeland Dr. Bridgeton MO 63044

Phone #: (314) 291-8750 ext 202 Fax #: (314) 291-4816

E-Mail: ben.brasseur@johnstonesupply.com

Signature of Authorized Representative: *BB* Date: 9-30-15

Print Name of Authorized Representative: Ben Brasseur



4. RESPONSE FORM

4.1. Company Name: Reliable Products Inc DBA Johnstone Supply  
 4.2. Address: 3425 Bridgeland Dr  
 4.3. City/State/Zip: Bridgeton Mo 63044  
 4.4. Phone Number: (314) 291-8750 ext 202  
 4.5. Facsimile Number: (314) 291-4816  
 4.6. E-Mail Address: ben.brasseur@johnstonesupply.com  
 4.7. Federal Tax ID: 43-1333083  
 4.7.1.  Corporation: Reliable Products Inc.  
 Partnership: \_\_\_\_\_  
 Individual/Proprietorship: \_\_\_\_\_  
 Other (Specify): \_\_\_\_\_

4.8. Pricing – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:		N/A	
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

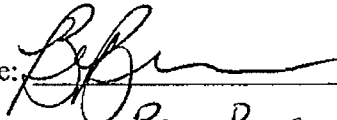
Please see addendum 1

4.8.2. Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

Johnstone Supply will provide a List price sheet electronically.

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

Signature of Authorized Representative: \_\_\_\_\_



Printed Name of Authorized Representative: \_\_\_\_\_

Ben Brasseur

Date of Signature: \_\_\_\_\_

September 30<sup>th</sup>, 2015

4.10. Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No

5. PRIOR EXPERIENCE

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5.1. Prior services performed for:

5.1.1. Company Name: Hornbuckle Heating & Clg

5.1.2. Address: 205 Bluff, Fulton Mo 65251

5.1.3. Contact Name: Zach Hornbuckle

5.1.4. Phone Number: (573) 642-8549

5.1.5. Date of Contract: 01/01/14

5.1.6. Length of Contract: 2 years

5.1.7. Description of Prior Services (include dates): We have sold parts & equipment to Hornbuckle for the past 3 years

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5.2. Prior services performed for:

5.2.1. Company Name: American Realty & Development

5.2.2. Address: Po Box 39, Belle Mo 65013

5.2.3. Contact Name: Bryan Pendleton

5.2.4. Phone Number: (573) 859-6998

5.2.5. Date of Contract: 04-01-12

5.2.6. Length of Contract: 3 years

5.2.7. Description of Prior Services (include dates): We have sold commercial Goodman equipment to them for the last 3 years

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5.3. Prior services performed for:

5.3.1. Company Name: Westport Heating & Ctg

5.3.2. Address: P.O. Box 140157, St. Louis MO 63114

5.3.3. Contact Name: Chris Kunst

5.3.4. Phone Number: (314) 631-1116

5.3.5. Date of Contract: NA

5.3.6. Length of Contract: NA

5.3.7. Description of Prior Services (include dates): We have sold  
Commercial York & Goodman equipment & parts to  
Westport since early 2000's.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form on the next page if your contract amount is in excess of \$5,000.00. **Attach to this form pages 1, 13, and 14 of the *E-Verify Memorandum of Understanding for Employers* that you complete when enrolling.**

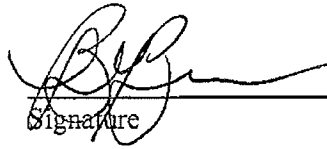
COUNTY OF BOONE – MISSOURI

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo

State of Missouri )  
County of St. Louis ) ss

I, Ben Brasseur, an authorized agent of Reliable Products Corp, state that 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 to this Work Authorization Certification.**

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

  
Signature

Ben Brasseur  
Print Name

Subscribed and sworn to before me this 30<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*Attach to this form to the E-Verify Memorandum of Understanding for Employers that you completed when enrolling.*



Company ID Number: 913932

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Reliable Products Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 913932

Approved by:

<b>Employer</b> Reliable Products Inc	
Name (Please Type or Print) Brasseur Benjamin	Title
Signature Electronically Signed	Date 10/01/2015
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/01/2015



Company ID Number: 913932

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Reliable Products Inc
Company Facility Address	1800 Burlington St Columbia, MO 65202
Company Alternate Address	3425 Bridgeland Dr Bridgeton, MO 63044
County or Parish	BOONE
Employer Identification Number	431333083
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

## **REQUEST FOR BID**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

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### BID DATA

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

### BID SUBMISSION

**Submission Deadline: Friday, October 2, 2015 at 2:00 p.m.** *(Bids received after this time will be returned unopened)*

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 *(Located in the Boone County Annex at the corner of 7<sup>th</sup> and Ash Streets)*

### BID OPENING

**Opening: Friday, October 2, 2015 at 2:00 p.m.**

Boone County Annex  
Purchasing Department  
613 East Ash Street, Conference Room  
Columbia, MO 65201

### BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Prior Experience Form
6. Attachments:
  - E-Verify Program
  - Instructions
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Certification Regarding Debarment
  - Standard Terms and Conditions
  - No Bid Response Form

## 1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

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

### **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:

**1.2.1.1. Purchasing** - The Purchasing Department, including its Purchasing Director and staff.

**1.2.1.2. 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.

**1.2.1.3. 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.

**1.2.2.1. 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.

**1.2.2.2. 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.

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

**1.2.3. Bid** - This entire document including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

**1.2.4. Response** - The written, sealed document submitted by Bidder according to the Bid instructions.

**1.3. Bid Clarification** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the questions asked, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our website at: [www.showmeboone.com](http://www.showmeboone.com). (*Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*)

**1.3.1. Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

**1.3.2. Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

**1.4. Award** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by discount alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the parts/services can be obtained from a cooperative contract under more favorable terms.

**1.5. Contract Execution** - This Bid and the Contractor's Response will be made part of any resultant contract and will be incorporated in the contract as set forth, verbatim.

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

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder's Response.

**1.6. Compliance with Standard Terms and Conditions** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. PRIMARY SPECIFICATIONS

**2.1. Items to be Provided** – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **HVAC Units and Parts** on an *as needed* basis as detailed in the following specifications.

**2.2. Estimated Quantity** – The County expects to replace four (4) to six (6) HVAC units each year as old units are rotated out and replaced with new units. The County is also requesting that bidders include pricing for HVAC parts in their Bid Response. It is estimated that approximately \$30,000.00 will be expended on HVAC units and parts each contract term.

**2.2.1.** It is anticipated that the County will award a multi-vendor contract and cannot guarantee a minimum quantity. The expenditures specified herein are estimates only based on past needs and future requirements, and as such, do not constitute a guarantee on the part of the County.

**2.3. Contract Period** – Any Term and Supply Contract resulting from this Bid shall have an initial twelve (12) month term beginning the date of the Commission Order and may be automatically renewed for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to a renewal term.

**2.3.1.** The percentages off identified on the Response Form shall remain fixed for the identified original contract period and all renewal periods.

**2.3.2.** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

**2.3.3.** In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.

**2.4. Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

**2.5. General -**

**2.5.1. Designee:** Boone County Facilities Maintenance, Jody Moore, Administrative Assistant, 613 East Ash Street, Room 107, Columbia, Missouri 65201

**2.5.2. Response time for Delivery:** The Contractor shall stock a sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.

**2.5.2.1. Urgent Delivery:** Some repairs are urgent and parts are needed immediately. The Contractor should be in a position to provide the needed parts on a twenty-four (24) hour basis for such urgent situations.

**2.6. Pricing** – All prices shall be discounted as indicated on the Response Form.

**2.6.1.** All discounts quoted shall be for new merchandise, free from defects. No rebuilt parts will be accepted.

**2.6.2.** Original Equipment Manufacturer (OEM) parts shall not be used without prior approval from the County.

**2.6.3.** The County will obtain a written quote from the Contractor for all HVAC units prior to purchase. The written quote shall show the Contractor’s list price for the unit, the discount stated on the Response Form, and shall remain fixed for a thirty (30) day period commencing the date of the written quote.

**2.6.4.** The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packaging, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.6.5.** The County shall not be subject to any minimum order quantities or total prices.

**2.6.6.** All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.

**2.7. Discounts –**

**2.7.1.** Percentage discounts offered shall remain firm for the duration of the contract and shall apply to all units and parts sold to the County. Other items not specifically indicated, for which bidder may be a distributor, shall be supplied less the percentage discount noted on the Response Form in Section 4.8.

**2.7.2.** In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any

time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to anyone else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.

**2.7.3.** Discounted prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added.

**2.7.4.** Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.

**2.7.5.** The County reserves the right to audit the Contractor's records. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices. Such records subject to examination shall include all records necessary to evaluate and verify the percentage discount from the list price.

**2.8. Returns** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.

**2.9. Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.

### **3. RESPONSE PRESENTATION AND REVIEW**

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**3.1. Response Content** - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Form. Every question should be answered and if not applicable, the section should contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested should 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 and Deadline." No exceptions. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

**3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, Bid due date and time, and the Bid number.

**3.2.2. Advice of Award:** When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website at [www.showmeboone.com](http://www.showmeboone.com).

**3.3. Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

**3.3.1. Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database.

Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

**3.4. Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

**3.4.1. Rejection or Correction of Responses**: We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

**3.5. Evaluation Process** - Our sole purpose in the evaluation process is to determine, from among the Responses received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

**3.5.1. Method of Evaluation**: We will evaluate submitted responses in relation to all aspects of this Bid.

**3.5.2. Acceptability**: We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.

**3.5.3. Endurance**: Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

**4. RESPONSE FORM**

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4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/State/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Facsimile Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation: \_\_\_\_\_

Partnership: \_\_\_\_\_

Individual/Proprietorship: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

**4.8. Pricing** – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			



	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
York	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Goodman	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

**4.8.1.** The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- |                                  |                                 |                                  |
|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> Trane   | <input type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input type="checkbox"/> Carrier | <input type="checkbox"/> York   | <input type="checkbox"/> Lennox  |

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**4.8.2.** Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**4.10.** Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No

**5. PRIOR EXPERIENCE**

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**5.1. Prior services performed for:**

**5.1.1. Company Name:** \_\_\_\_\_

**5.1.2. Address:** \_\_\_\_\_

**5.1.3. Contact Name:** \_\_\_\_\_

**5.1.4. Phone Number:** \_\_\_\_\_

**5.1.5. Date of Contract:** \_\_\_\_\_

**5.1.6. Length of Contract:** \_\_\_\_\_

**5.1.7. Description of Prior Services (include dates):** \_\_\_\_\_

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**5.2. Prior services performed for:**

**5.2.1. Company Name:** \_\_\_\_\_

**5.2.2. Address:** \_\_\_\_\_

**5.2.3. Contact Name:** \_\_\_\_\_

**5.2.4. Phone Number:** \_\_\_\_\_

**5.2.5. Date of Contract:** \_\_\_\_\_

**5.2.6. Length of Contract:** \_\_\_\_\_

**5.2.7. Description of Prior Services (include dates):** \_\_\_\_\_

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**5.3. Prior services performed for:**

**5.3.1. Company Name:** \_\_\_\_\_

**5.3.2. Address:** \_\_\_\_\_

**5.3.3. Contact Name:** \_\_\_\_\_

**5.3.4. Phone Number:** \_\_\_\_\_

**5.3.5. Date of Contract:** \_\_\_\_\_

**5.3.6. Length of Contract:** \_\_\_\_\_

**5.3.7. Description of Prior Services (include dates):** \_\_\_\_\_

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form one the next page if your contract amount is in excess of \$5,000.00. **Attach to this form pages 1, 13, and 14 of the *E-Verify Memorandum of Understanding for Employers* that you complete when enrolling.**





**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 eighteen (18) years of age 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TEIR COVERED TRANSACTIONS**

*(Please complete and return with Bid)*

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 of 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.

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Print Name and Title of Authorized Representative

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Signature

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Date

**BOONE COUNTY, MISSOURI  
STANDARD TERMS AND CONDITIONS**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

**BID INFORMATION**

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

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

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## BOONE COUNTY – MISSOURI

### Request for Bid #: 62-02OCT15 HVAC Units and Parts – Term & Supply

### ADDENDUM 1: Issued October 20, 2015

This addendum is issued in accordance with the Response Form of 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 their Bid Response.

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.

**Change to Bid Response Form:** The form below shall be used in place of the form provided in Section 4.8. in the above noted Request for Bid when submitting a response.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
Trane products and products compatible with Trane units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		
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<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Carrier	Rooftop Unit			
	Condensing Unit			
Carrier products and products compatible with Carrier units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Bryant	Rooftop Unit			
	Condensing Unit			
Bryant products and products compatible with Bryant units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			



	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
York	Rooftop Unit			
	Condensing Unit			
York products and products compatible with York units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Goodman	Rooftop Unit			
	Condensing Unit			
Goodman products and products compatible with Goodman units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Lennox	Rooftop Unit			
	Condensing Unit			
Lennox products and products compatible with Lennox units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			

	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
No Brand Specified	Unit Heaters			

By: \_\_\_\_\_  
Cheli Haley,  
Buyer

BIDDER has examined Addendum 1 to Request for Bid #: 62-02OCT15 – HVAC Units and Parts, receipt of which is hereby acknowledged.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
HVAC UNITS AND PARTS TERM & SUPPLY**

**THIS AGREEMENT** dated the 1<sup>ST</sup> day of December 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Comfort Products Distributing**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **HVAC Units and Parts Term & Supply**, bid number **62-02OCT15**, any applicable addenda, and the Contractor's bid response dated **September 30, 2015**, and executed by **Jerry Sams** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **begin on November 1, 2015 and extend through October 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

**4. Delivery** - Contractor agrees to deliver items as required in the bid specifications. Delivery of urgent items should be provided within twenty-four (24) hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

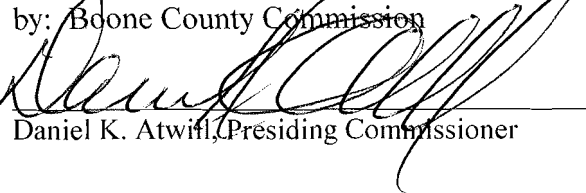
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

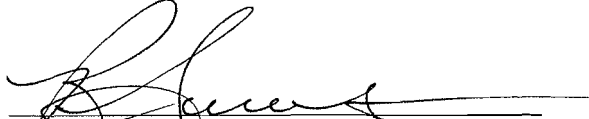
**COMFORT PRODUCTS DISTRIBUTING**

by Jerry Sams  
 title Branch Mgr.  
 address 1611-B Burlington St.  
Columbia, MO 65202

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

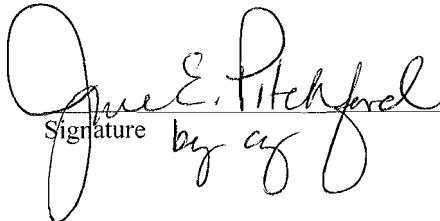
  
 County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
 Signature by Joe E. Pitchford

11/19/15  
Date

6100/60200 Term & Supply  
No Encumbrance Required  
 Appropriation Account



## BOONE COUNTY – MISSOURI

### Request for Bid #: 62-02OCT15 HVAC Units and Parts – Term & Supply

### ADDENDUM 1: Issued September 22, 2015

This addendum is issued in accordance with the Response Form of 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 their Bid Response.

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.

**Change to Bid Response Form:** The form below shall be used in place of the form provided in Section 4.8. in the above noted Request for Bid when submitting a response.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	
Trane	Rooftop Unit	N/A			
	Condensing Unit				
Trane products and products compatible with Trane units.	Coil				
	Thermostat				
	Motors:				
	Blower Fan				
	Condenser Fan				
	Inducer Fan				
	Igniters				
	Curb Adaptors				
	Minimum guaranteed % off repair/replacement parts				
	Units Available Locally (within a 30 mile radius)?				
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated					

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.	N/A	
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Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit	10 N/A		
	Condensing Unit	10 N/A		
Carrier products and products compatible with Carrier units.	Coil	20		
	Thermostat	20		
	Motors:	20		
	Blower Fan	20		
	Condenser Fan	20		
	Inducer Fan	20		
	Igniters	20		
	Curb Adaptors	10		
	Minimum guaranteed % off repair/replacement parts	10		
	Units Available Locally (within a 30 mile radius)?	No		
Replacement/Repair Parts Available Locally (within a 30 mile radius)?	yes			
Other Items Not Specifically Indicated	NO			

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.	10	Bryant
--	----	--------

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit	10		
	Condensing Unit	10		
Bryant products and products compatible with Bryant units.	Coil	20		
	Thermostat	20		
	Motors:	20		
	Blower Fan	20		
	Condenser Fan	20		
	Inducer Fan	20		
	Igniters	20		

	Curb Adaptors	10		
	Minimum guaranteed % off repair/replacement parts	10		
	Units Available Locally (within a 30 mile radius)?	yes		
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	yes		
	Other Items Not Specifically Indicated	NO		
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		/		

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
York	Rooftop Unit	N/A		
	Condensing Unit			
York products and products compatible with York units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		/		



Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Goodman	Rooftop Unit	N/A		
	Condensing Unit			
Goodman products and products compatible with Goodman units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
Lennox products and products compatible with Lennox units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			

	Replacement/Repair Parts Available Locally (within a 30 mile radius)?	NA		
	Other Items Not Specifically Indicated	↓		
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		↓		

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters	20		

By: Cheli Haley  
Cheli Haley,  
Buyer

BIDDER has examined Addendum 1 to Request for Bid #: 62-02OCT15 – HVAC Units and Parts, receipt of which is hereby acknowledged.

Company Name: Comfort Products Dist

Address: 1611-B Burlington St Col MO 65202

Phone #: 573-474-3408 Fax #: 573-474-7409

E-Mail: ~~com~~ JSAMS@COMFORTPRODUCTS.COM

Signature of Authorized Representative: Jerry Sams Date: 9/30/15

Print Name of Authorized Representative: JERRY SAMS

**4. RESPONSE FORM**

4.1. Company Name: Comfort Products Dist  
 4.2. Address: 1611-B Burlington St  
 4.3. City/State/Zip: Columbia, MO 65202  
 4.4. Phone Number: 573-474-3408  
 4.5. Facsimile Number: 573-474-7409  
 4.6. E-Mail Address: JSAMS@COMFORTPRODUCTS.COM  
 4.7. Federal Tax ID: 06-1519509

- 4.7.1.  Corporation: \_\_\_\_\_  
 Partnership: \_\_\_\_\_  
 Individual/Proprietorship: \_\_\_\_\_  
 Other (Specify): \_\_\_\_\_

**4.8. Pricing** – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit	N/A		
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
Minimum guaranteed % off repair/replacement parts				

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
York	Rooftop Unit	N/A		
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Goodman	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?	N/A		
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters	25 <i>List Price</i>		

**4.8.1.** The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- |   |  |                                  |
|---|--|----------------------------------|
| <input type="checkbox"/> Trane              | <input checked="" type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input checked="" type="checkbox"/> Carrier | <input type="checkbox"/> York              | <input type="checkbox"/> Lennox  |

**4.8.2.** Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**4.10.** Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TEIR COVERED TRANSACTIONS**

*(Please complete and return with Bid)*

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 of 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.

JERRY SAMS                      BRANCH MGR  
Print Name and Title of Authorized Representative

Jerry Sams  
Signature

11-2-15  
Date





**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

## **REQUEST FOR BID**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

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### BID DATA

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

### BID SUBMISSION

**Submission Deadline: Friday, October 2, 2015 at 2:00 p.m.** *(Bids received after this time will be returned unopened)*

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 *(Located in the Boone County Annex at the corner of 7<sup>th</sup> and Ash Streets)*

### BID OPENING

**Opening: Friday, October 2, 2015 at 2:00 p.m.**

Boone County Annex  
Purchasing Department  
613 East Ash Street, Conference Room  
Columbia, MO 65201

### BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Prior Experience Form
6. Attachments:
  - E-Verify Program
  - Instructions
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Certification Regarding Debarment
  - Standard Terms and Conditions
  - No Bid Response Form

## 1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

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

### **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:

**1.2.1.1. Purchasing** - The Purchasing Department, including its Purchasing Director and staff.

**1.2.1.2. 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.

**1.2.1.3. 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.

**1.2.2.1. 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.

**1.2.2.2. 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.

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

**1.2.3. Bid** - This entire document including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

**1.2.4. Response** - The written, sealed document submitted by Bidder according to the Bid instructions.

**1.3. Bid Clarification** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the questions asked, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our website at: [www.showmeboone.com](http://www.showmeboone.com). (*Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*)

**1.3.1. Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

**1.3.2. Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

**1.4. Award** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by discount alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the parts/services can be obtained from a cooperative contract under more favorable terms.

**1.5. Contract Execution** - This Bid and the Contractor's Response will be made part of any resultant contract and will be incorporated in the contract as set forth, verbatim.

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

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder's Response.

**1.6. Compliance with Standard Terms and Conditions** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. PRIMARY SPECIFICATIONS

**2.1. Items to be Provided** – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **HVAC Units and Parts** on an *as needed* basis as detailed in the following specifications.

**2.2. Estimated Quantity** – The County expects to replace four (4) to six (6) HVAC units each year as old units are rotated out and replaced with new units. The County is also requesting that bidders include pricing for HVAC parts in their Bid Response. It is estimated that approximately \$30,000.00 will be expended on HVAC units and parts each contract term.

**2.2.1.** It is anticipated that the County will award a multi-vendor contract and cannot guarantee a minimum quantity. The expenditures specified herein are estimates only based on past needs and future requirements, and as such, do not constitute a guarantee on the part of the County.

**2.3. Contract Period** – Any Term and Supply Contract resulting from this Bid shall have an initial twelve (12) month term beginning the date of the Commission Order and may be automatically renewed for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to a renewal term.

**2.3.1.** The percentages off identified on the Response Form shall remain fixed for the identified original contract period and all renewal periods.

**2.3.2.** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

**2.3.3.** In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.

**2.4. Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

**2.5. General -**

**2.5.1. Designee:** Boone County Facilities Maintenance, Jody Moore, Administrative Assistant, 613 East Ash Street, Room 107, Columbia, Missouri 65201

**2.5.2. Response time for Delivery:** The Contractor shall stock a sufficient quantity of supplies to meet the requirements of the County on an "as needed" basis within seventy-two (72) hours after being notified of such requirements by the County.

**2.5.2.1. Urgent Delivery:** Some repairs are urgent and parts are needed immediately. The Contractor should be in a position to provide the needed parts on a twenty-four (24) hour basis for such urgent situations.

**2.6. Pricing** – All prices shall be discounted as indicated on the Response Form.

**2.6.1.** All discounts quoted shall be for new merchandise, free from defects. No rebuilt parts will be accepted.

**2.6.2.** Original Equipment Manufacturer (OEM) parts shall not be used without prior approval from the County.

**2.6.3.** The County will obtain a written quote from the Contractor for all HVAC units prior to purchase. The written quote shall show the Contractor's list price for the unit, the discount stated on the Response Form, and shall remain fixed for a thirty (30) day period commencing the date of the written quote.

**2.6.4.** The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packaging, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.6.5.** The County shall not be subject to any minimum order quantities or total prices.

**2.6.6.** All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.

**2.7. Discounts –**

**2.7.1.** Percentage discounts offered shall remain firm for the duration of the contract and shall apply to all units and parts sold to the County. Other items not specifically indicated, for which bidder may be a distributor, shall be supplied less the percentage discount noted on the Response Form in Section 4.8.

**2.7.2.** In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers' special discounts or programs. If prices decline, or should the Contractor at any

time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to anyone else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.

**2.7.3.** Discounted prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added.

**2.7.4.** Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.

**2.7.5.** The County reserves the right to audit the Contractor's records. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices. Such records subject to examination shall include all records necessary to evaluate and verify the percentage discount from the list price.

**2.8. Returns** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.

**2.9. Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.

### **3. RESPONSE PRESENTATION AND REVIEW**

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**3.1. Response Content** - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Form. Every question should be answered and if not applicable, the section should contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested should 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 and Deadline." No exceptions. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

**3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, Bid due date and time, and the Bid number.

**3.2.2. Advice of Award:** When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website at [www.showmeboone.com](http://www.showmeboone.com).

**3.3. Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

**3.3.1. Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database.

Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

**3.4. Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

**3.4.1. Rejection or Correction of Responses**: We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

**3.5. Evaluation Process** - Our sole purpose in the evaluation process is to determine, from among the Responses received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

**3.5.1. Method of Evaluation**: We will evaluate submitted responses in relation to all aspects of this Bid.

**3.5.2. Acceptability**: We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.

**3.5.3. Endurance**: Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

**4. RESPONSE FORM**

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4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/State/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Facsimile Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation: \_\_\_\_\_

Partnership: \_\_\_\_\_

Individual/Proprietorship: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

**4.8. Pricing** – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Trane	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Carrier	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Bryant	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			



	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>	
York	Rooftop Unit				
	Condensing Unit				
	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
		Igniters			
		Curb Adaptors			
		Minimum guaranteed % off repair/replacement parts			
		Units Available Locally (within a 30 mile radius)?			
		Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
		Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>	
Goodman	Rooftop Unit				
	Condensing Unit				
	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
		Igniters			
		Curb Adaptors			
		Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

**4.8.1.** The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- |                                  |                                 |                                  |
|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> Trane   | <input type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input type="checkbox"/> Carrier | <input type="checkbox"/> York   | <input type="checkbox"/> Lennox  |

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**4.8.2.** Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**4.10.** Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No

**5. PRIOR EXPERIENCE**

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**5.1. Prior services performed for:**

**5.1.1. Company Name:** \_\_\_\_\_

**5.1.2. Address:** \_\_\_\_\_

**5.1.3. Contact Name:** \_\_\_\_\_

**5.1.4. Phone Number:** \_\_\_\_\_

**5.1.5. Date of Contract:** \_\_\_\_\_

**5.1.6. Length of Contract:** \_\_\_\_\_

**5.1.7. Description of Prior Services (include dates):** \_\_\_\_\_

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**5.2. Prior services performed for:**

**5.2.1. Company Name:** \_\_\_\_\_

**5.2.2. Address:** \_\_\_\_\_

**5.2.3. Contact Name:** \_\_\_\_\_

**5.2.4. Phone Number:** \_\_\_\_\_

**5.2.5. Date of Contract:** \_\_\_\_\_

**5.2.6. Length of Contract:** \_\_\_\_\_

**5.2.7. Description of Prior Services (include dates):** \_\_\_\_\_

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**5.3. Prior services performed for:**

**5.3.1. Company Name:** \_\_\_\_\_

**5.3.2. Address:** \_\_\_\_\_

**5.3.3. Contact Name:** \_\_\_\_\_

**5.3.4. Phone Number:** \_\_\_\_\_

**5.3.5. Date of Contract:** \_\_\_\_\_

**5.3.6. Length of Contract:** \_\_\_\_\_

**5.3.7. Description of Prior Services (include dates):** \_\_\_\_\_

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form one the next page if your contract amount is in excess of \$5,000.00. **Attach to this form pages 1, 13, and 14 of the *E-Verify Memorandum of Understanding for Employers that you complete when enrolling.***



**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 eighteen (18) years of age 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TEIR COVERED TRANSACTIONS**

*(Please complete and return with Bid)*

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 of 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.

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Print Name and Title of Authorized Representative

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Signature

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Date

**BOONE COUNTY, MISSOURI  
STANDARD TERMS AND CONDITIONS**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

**BID INFORMATION**

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

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

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## BOONE COUNTY – MISSOURI

### Request for Bid #: 62-02OCT15 HVAC Units and Parts – Term & Supply

#### **ADDENDUM 1: Issued October 20, 2015**

This addendum is issued in accordance with the Response Form of 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 their Bid Response.

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.

**Change to Bid Response Form: The form below shall be used in place of the form provided in Section 4.8. in the above noted Request for Bid when submitting a response.**

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
Trane products and products compatible with Trane units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		
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Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit			
	Condensing Unit			
Carrier products and products compatible with Carrier units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit			
	Condensing Unit			
Bryant products and products compatible with Bryant units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
Igniters				

	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
York	Rooftop Unit			
	Condensing Unit			
York products and products compatible with York units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				



<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Goodman	Rooftop Unit			
	Condensing Unit			
Goodman products and products compatible with Goodman units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Lennox	Rooftop Unit			
	Condensing Unit			
Lennox products and products compatible with Lennox units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			

	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

By: \_\_\_\_\_  
Cheli Haley,  
Buyer

BIDDER has examined Addendum 1 to Request for Bid #: 62-02OCT15 – HVAC Units and Parts, receipt of which is hereby acknowledged.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
HVAC UNITS AND PARTS TERM & SUPPLY**

**THIS AGREEMENT** dated the 1<sup>ST</sup> day of December 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Riback Supply Company**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **HVAC Units and Parts Term & Supply**, bid number **62-02OCT15**, any applicable addenda, and the Contractor's bid response dated **October 2, 2015**, and executed by **Tony Cochran** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **begin on November 1, 2015 and extend through October 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

**4. Delivery** - Contractor agrees to deliver items as required in the bid specifications. Delivery of urgent items should be provided within twenty-four (24) hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**RIBACK SUPPLY COMPANY**

by *Tom Colton*  
 title *Commercial Sales*  
 address *1112 Smith St.*  
*Columbia MO 65201*

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*[Signature]*  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
 County Counselor

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*Jane E. Pitchford*  
 Signature *by [initials]*

*11/19/15*  
 Date

6100/60200 Term & Supply  
*No Encumbrance Required*  
 Appropriation Account

4. RESPONSE FORM

4.1. Company Name: Riback Supply Company  
 4.2. Address: 1112 Smith St.  
 4.3. City/State/Zip: Columbia MO 65201  
 4.4. Phone Number: 573-874-5661  
 4.5. Facsimile Number: 573-874-5677  
 4.6. E-Mail Address: fcochran@riback.com  
 4.7. Federal Tax ID: 43-1078989

- 4.7.1.  Corporation: \_\_\_\_\_  
 Partnership: \_\_\_\_\_  
 Individual/Proprietorship: \_\_\_\_\_  
 Other (Specify): \_\_\_\_\_

4.8. Pricing – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10%	5 years	yes
	Motors:	5%	1	no
	Blower Fan	5%	1	"
	Condenser Fan	5	1	"
	Inducer Fan	5	1	"
	Igniters	5	1	"
	Curb Adaptors	5	1	"
	Minimum guaranteed % off repair/replacement parts	5		

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated	5%		

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Carrier	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10		
	Motors:	5		
	Blower Fan	5		
	Condenser Fan	5		
	Inducer Fan	5		
	Igniters	5		
	Curb Adaptors	5		
	Minimum guaranteed % off repair/replacement parts	5		
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated	5			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Bryant	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10		
	Motors:	5		
	Blower Fan	5		
	Condenser Fan	5		
	Inducer Fan	5		
	Igniters	5		
	Curb Adaptors	5		
	Minimum guaranteed % off repair/replacement parts	5		

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated	5		

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
York	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10		
	Motors:	5		
	Blower Fan	5		
	Condenser Fan	5		
	Inducer Fan	5		
	Igniters	5		
	Curb Adaptors	5		
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated	5			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Goodman	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10		
	Motors:	5		
	Blower Fan	5		
	Condenser Fan	5		
	Inducer Fan	5		
	Igniters	5		
	Curb Adaptors	5		
	Minimum guaranteed % off repair/replacement parts	5		

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated	§		

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit	NA		
	Condensing Unit	NA		
	Coil	NA		
	Thermostat	10		
	Motors:	§		
	Blower Fan	§		
	Condenser Fan	§		
	Inducer Fan	§		
	Igniters	§		
	Curb Adaptors	§		
	Minimum guaranteed % off repair/replacement parts	§		
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated	§			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters	10		

**4.8.1.** The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- |                                  |                                 |                                  |
|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> Trane   | <input type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input type="checkbox"/> Carrier | <input type="checkbox"/> York   | <input type="checkbox"/> Lennox  |



**4.8.2.** Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

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

Signature of Authorized Representative: Tony Cochran

Printed Name of Authorized Representative: Tony Cochran

Date of Signature: 10/2/15

**4.10.** Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No



**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

## **REQUEST FOR BID**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

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### BID DATA

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

### BID SUBMISSION

**Submission Deadline: Friday, October 2, 2015 at 2:00 p.m.** *(Bids received after this time will be returned unopened)*

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 *(Located in the Boone County Annex at the corner of 7<sup>th</sup> and Ash Streets)*

### BID OPENING

**Opening: Friday, October 2, 2015 at 2:00 p.m.**

Boone County Annex  
Purchasing Department  
613 East Ash Street, Conference Room  
Columbia, MO 65201

### BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Prior Experience Form
6. Attachments:
  - E-Verify Program
  - Instructions
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Certification Regarding Debarment
  - Standard Terms and Conditions
  - No Bid Response Form

## 1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

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

### **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:

**1.2.1.1. Purchasing** - The Purchasing Department, including its Purchasing Director and staff.

**1.2.1.2. 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.

**1.2.1.3. 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.

**1.2.2.1. 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.

**1.2.2.2. 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.

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

**1.2.3. Bid** - This entire document including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

**1.2.4. Response** - The written, sealed document submitted by Bidder according to the Bid instructions.

**1.3. Bid Clarification** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the questions asked, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our website at: [www.showmeboone.com](http://www.showmeboone.com). (*Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*)

**1.3.1. Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

**1.3.2. Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

**1.4. Award** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by discount alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the parts/services can be obtained from a cooperative contract under more favorable terms.

**1.5. Contract Execution** - This Bid and the Contractor's Response will be made part of any resultant contract and will be incorporated in the contract as set forth, verbatim.

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

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder's Response.

**1.6. Compliance with Standard Terms and Conditions** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## **2. PRIMARY SPECIFICATIONS**

**2.1. Items to be Provided** – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **HVAC Units and Parts** on an *as needed* basis as detailed in the following specifications.

**2.2. Estimated Quantity** – The County expects to replace four (4) to six (6) HVAC units each year as old units are rotated out and replaced with new units. The County is also requesting that bidders include pricing for HVAC parts in their Bid Response. It is estimated that approximately \$30,000.00 will be expended on HVAC units and parts each contract term.

**2.2.1.** It is anticipated that the County will award a multi-vendor contract and cannot guarantee a minimum quantity. The expenditures specified herein are estimates only based on past needs and future requirements, and as such, do not constitute a guarantee on the part of the County.

**2.3. Contract Period** – Any Term and Supply Contract resulting from this Bid shall have an initial twelve (12) month term beginning the date of the Commission Order and may be automatically renewed for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to a renewal term.

**2.3.1.** The percentages off identified on the Response Form shall remain fixed for the identified original contract period and all renewal periods.

**2.3.2.** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

**2.3.3.** In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.

**2.4. Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

**2.5. General -**

**2.5.1. Designee:** Boone County Facilities Maintenance, Jody Moore, Administrative Assistant, 613 East Ash Street, Room 107, Columbia, Missouri 65201

**2.5.2. Response time for Delivery:** The Contractor shall stock a sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.

**2.5.2.1. Urgent Delivery:** Some repairs are urgent and parts are needed immediately. The Contractor should be in a position to provide the needed parts on a twenty-four (24) hour basis for such urgent situations.

**2.6. Pricing** – All prices shall be discounted as indicated on the Response Form.

**2.6.1.** All discounts quoted shall be for new merchandise, free from defects. No rebuilt parts will be accepted.

**2.6.2.** Original Equipment Manufacturer (OEM) parts shall not be used without prior approval from the County.

**2.6.3.** The County will obtain a written quote from the Contractor for all HVAC units prior to purchase. The written quote shall show the Contractor’s list price for the unit, the discount stated on the Response Form, and shall remain fixed for a thirty (30) day period commencing the date of the written quote.

**2.6.4.** The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packaging, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.6.5.** The County shall not be subject to any minimum order quantities or total prices.

**2.6.6.** All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.

**2.7. Discounts –**

**2.7.1.** Percentage discounts offered shall remain firm for the duration of the contract and shall apply to all units and parts sold to the County. Other items not specifically indicated, for which bidder may be a distributor, shall be supplied less the percentage discount noted on the Response Form in Section 4.8.

**2.7.2.** In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any

time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to anyone else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.

**2.7.3.** Discounted prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added.

**2.7.4.** Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.

**2.7.5.** The County reserves the right to audit the Contractor's records. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices. Such records subject to examination shall include all records necessary to evaluate and verify the percentage discount from the list price.

**2.8. Returns** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.

**2.9. Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.

### **3. RESPONSE PRESENTATION AND REVIEW**

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**3.1. Response Content** - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Form. Every question should be answered and if not applicable, the section should contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested should 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 and Deadline." No exceptions. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

**3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, Bid due date and time, and the Bid number.

**3.2.2. Advice of Award:** When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website at [www.showmeboone.com](http://www.showmeboone.com).

**3.3. Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

**3.3.1. Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database.

Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

**3.4. Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

**3.4.1. Rejection or Correction of Responses:** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

**3.5. Evaluation Process** - Our sole purpose in the evaluation process is to determine, from among the Responses received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

**3.5.1. Method of Evaluation:** We will evaluate submitted responses in relation to all aspects of this Bid.

**3.5.2. Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.

**3.5.3. Endurance:** Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

**4. RESPONSE FORM**

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4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/State/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Facsimile Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation: \_\_\_\_\_

Partnership: \_\_\_\_\_

Individual/Proprietorship: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

**4.8. Pricing** – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Trane	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			



	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Carrier	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Bryant	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
York	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Goodman	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			

	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

**4.8.1.** The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- |                                  |                                 |                                  |
|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> Trane   | <input type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input type="checkbox"/> Carrier | <input type="checkbox"/> York   | <input type="checkbox"/> Lennox  |

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**4.8.2.** Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**4.10.** Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

Yes  No

**5. PRIOR EXPERIENCE**

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**5.1. Prior services performed for:**

- 5.1.1. Company Name: \_\_\_\_\_
  - 5.1.2. Address: \_\_\_\_\_
  - 5.1.3. Contact Name: \_\_\_\_\_
  - 5.1.4. Phone Number: \_\_\_\_\_
  - 5.1.5. Date of Contract: \_\_\_\_\_
  - 5.1.6. Length of Contract: \_\_\_\_\_
  - 5.1.7. Description of Prior Services (include dates): \_\_\_\_\_
- 
- 
- 

**5.2. Prior services performed for:**

- 5.2.1. Company Name: \_\_\_\_\_
  - 5.2.2. Address: \_\_\_\_\_
  - 5.2.3. Contact Name: \_\_\_\_\_
  - 5.2.4. Phone Number: \_\_\_\_\_
  - 5.2.5. Date of Contract: \_\_\_\_\_
  - 5.2.6. Length of Contract: \_\_\_\_\_
  - 5.2.7. Description of Prior Services (include dates): \_\_\_\_\_
- 
- 
-

**5.3. Prior services performed for:**

**5.3.1. Company Name:** \_\_\_\_\_

**5.3.2. Address:** \_\_\_\_\_

**5.3.3. Contact Name:** \_\_\_\_\_

**5.3.4. Phone Number:** \_\_\_\_\_

**5.3.5. Date of Contract:** \_\_\_\_\_

**5.3.6. Length of Contract:** \_\_\_\_\_

**5.3.7. Description of Prior Services (include dates):** \_\_\_\_\_

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## **INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form one the next page if your contract amount is in excess of \$5,000.00. **Attach to this form pages 1, 13, and 14 of the *E-Verify Memorandum of Understanding for Employers that you complete when enrolling.***





**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 eighteen (18) years of age 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TEIR COVERED TRANSACTIONS**

*(Please complete and return with Bid)*

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 of 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.

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Print Name and Title of Authorized Representative

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Signature

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Date

**BOONE COUNTY, MISSOURI  
STANDARD TERMS AND CONDITIONS**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Boone County Purchasing**  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

**Cheli Haley, Buyer**  
Phone: (573) 886-4392  
Facsimile: (573) 886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

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**BID INFORMATION**

**Bid Number: 62-02OCT15**

**Commodity Title: HVAC Units & Parts - Term & Supply**

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

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## BOONE COUNTY – MISSOURI

### Request for Bid #: 62-02OCT15 HVAC Units and Parts – Term & Supply

### ADDENDUM 1: Issued October 20, 2015

This addendum is issued in accordance with the Response Form of 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 their Bid Response.

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.

**Change to Bid Response Form: The form below shall be used in place of the form provided in Section 4.8. in the above noted Request for Bid when submitting a response.**

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
Trane products and products compatible with Trane units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				

If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.		
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Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	
Carrier	Rooftop Unit				
	Condensing Unit				
Carrier products and products compatible with Carrier units.	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
	Igniters				
	Curb Adaptors				
	Minimum guaranteed % off repair/replacement parts				
	Units Available Locally (within a 30 mile radius)?				
Replacement/Repair Parts Available Locally (within a 30 mile radius)?					
Other Items Not Specifically Indicated					
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.					

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	
Bryant	Rooftop Unit				
	Condensing Unit				
Bryant products and products compatible with Bryant units.	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
	Igniters				



	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
York	Rooftop Unit			
	Condensing Unit			
York products and products compatible with York units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
Replacement/Repair Parts Available Locally (within a 30 mile radius)?				
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Goodman	Rooftop Unit			
	Condensing Unit			
Goodman products and products compatible with Goodman units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
Other Items Not Specifically Indicated				
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

<b>Manufacturer</b>	<b>Product Description</b>	<b>% Off</b>	<b>Warranty (Years)</b>	<b>Available Within 24 Hours</b>
Lennox	Rooftop Unit			
	Condensing Unit			
Lennox products and products compatible with Lennox units.	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			

	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			
If this manufacturer offers residential and commercial units under different brand names, please list the other brand name of this manufacturer and the percentage off of the list price for that brand of unit.				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

By: \_\_\_\_\_  
Cheli Haley,  
Buyer

BIDDER has examined Addendum 1 to Request for Bid #: 62-02OCT15 – HVAC Units and Parts, receipt of which is hereby acknowledged.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

1st

day of

December

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Izzaldin Mustafa in the amount of \$1,322.37, as recommended by the County Treasurer.

Done this 1<sup>st</sup> day of December, 2015

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

**Commission Order:**

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the **2013** tax sale surplus relating to **Parcel 16-315-00-03-030.00:**

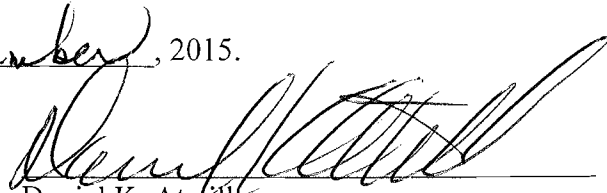
Pursuant to the provisions of RSMo §140.440, as revised, if a holder of a Certificate of Purchase issued at a tax sale permits a subsequent Certificate of Purchase to issue on the same property, the holder of the prior Certificate of Purchase may surrender the original Certificate of Purchase and claim any surplus moneys paid by the first holder of the Certificate of Purchase which remain unclaimed.

Izzaldin Mustafa was issued a Certificate of Purchase at the 2013 Tax Sale on the subject property, and allowed a subsequent Certificate of Purchase to issue on the same property at the 2015 Tax Sale. Izzaldin Mustafa has now made application for the surplus to the County Treasurer, and has surrendered the original Certificate of Purchase from the 2013 Tax Sale to the County Collector. As such, he is entitled to the surplus moneys paid by him which remain unclaimed, to be paid without interest.

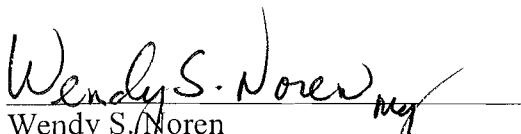
The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **Izzaldin Mustafa** is entitled to the unclaimed surplus of **\$1,322.37** and recommends the Commission approve the same.

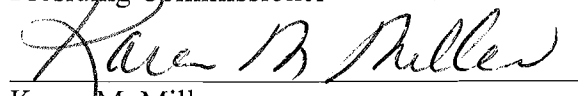
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Izzaldin Mustafa** in the amount of **\$1,322.37** via check payable to him in that amount.

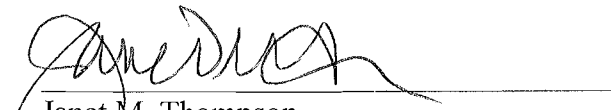
Done this 1<sup>ST</sup> day of December, 2015.

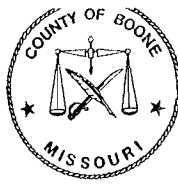
  
Daniel K. Atwill  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**Tom Darrough**  
**BOONE COUNTY TREASURER**

**SURPLUS CLAIM**

**NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED**

I, Izzaldin Mustafa, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$1,322.37 resulting from the tax certificate sale conducted by the Boone County Collector on 08/26/13. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: Address: 112 Benton St  
Parcel Number: 16-315-00-03-030.00  
Legal Description: E 71' L2, except the E 121/2', & E 75' of N 30' L3, except E 121/2', all in John A Stewart's Addn as shown in Plat Book/Page 1/10

Current mailing address:

3601 Lupine Dr.  
Street

Columbia MO 65201  
City State Zip

Social Security Number: 375-96-9339  
Driver's License/State ID Number: S211158074  
Daytime Telephone Number(s): 573-673-1218

[Signature] 10-26-15  
Signature Date

State of Missouri  
County of Boone

On this 26 day of October in the year 2015, before me, the undersigned notary public, personally appeared Mustafa, Izz-Aldin Ahmed, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Christina M. Johnson  
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

BOONE COUNTY GOVERNMENT CENTER  
801 EAST WALNUT STREET, ROOM 205  
COLUMBIA, MISSOURI 65201

~~CHRISTINA M. JOHNSON~~  
~~Notary Public - Notary Seal~~ (573) 886-4365  
~~State of Missouri~~ FAX (573) 886-4369  
~~County of Boone~~ TREASURER@BOONECOUNTYMO.ORG  
My Commission Expires February 12, 2018 WWW.SHOWMEBOONE.COM/TREASURER  
Commission #14580100

MAINSCR  
BOONE

Web Access Online Main Screen

TRCHRISTY 16:06:49  
10/26/15

Record #: 697

Owner: CHARLES E BELL CONSERVATOR

Purchaser: IZZ-ALDIN MUSTAFA

Date: 8/26/2013

Sale Amount:	2,000.00	Tax & Cost Amount:	677.63
Special Assmt:	.00	Over Amount:	1,322.37
Receipt #:	2937	or Journal Entry #:	

Paid Date:			
Paid Amount:	.00		
Check Number:		or Journal Entry #:	
Explanation:			

F1=Add Record F2=Key Screen F3=Exit F4=Delete

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of December

20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, December 2, 2015, at 8:30 a.m. The meeting will be held in the Conference Room 338 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.

Done this 1st day of December, 2015.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner