

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 24th day of September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby honor former Mayor Darwin Alexander Hindman, Jr. for his lifelong dedication to public service.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**PROCLAMATION HONORING
FORMER MAYOR DARWIN ALEXANDER HINDMAN, JR.
APRIL 30, 1933 – JUNE 17, 2019**

- Whereas,* Darwin Alexander Hindman, Jr. was born to Darwin Alexander Hindman and Virginia Doak Hindman in Columbus, Ohio, on April 30, 1933 and, following the death of his mother, was adopted by his stepmother, Nancy Elizabeth “Betty” Bebout Hindman, in 1965; and
- Whereas,* Darwin’s family moved to Columbia in 1936 when his father joined the faculty of the University of Missouri; and
- Whereas,* Darwin was a true Tiger, having attended school on the University of Missouri campus starting with kindergarten at the University Lab School, continuing through the years to earn his bachelor’s degree in political science in 1955 and culminating with earning a JD from the Law School in 1961; Darwin was also awarded a Doctor of Laws Honoris Causa from the University of Missouri in 2014; and
- Whereas,* Darwin served his country in the U.S. Air Force from 1955 to 1958 as a B-47 bomber pilot with the Strategic Air Command, followed by service in the Reserves from 1958 to 1962; his rank at discharge was Captain; and
- Whereas,* Darwin and his wife, Axie, married on July 23, 1960, and had two children, Ellen (and son-in-law, Ian) and Darwin Alexander III “Skip” (and daughter-in-law Betsy), and four grandchildren, Emily, Jack, Walter and Darwin Alexander IV; and
- Whereas,* Darwin began his practice of law in 1961 in Mexico, Mo., and opened a law firm in Columbia in 1967, where he practiced until 2010; and
- Whereas,* Darwin was first elected as Mayor of Columbia in 1995 and became Columbia’s longest-serving mayor, as he served in that position for five terms; and
- Whereas,* Darwin’s belief in the ability of people to make a positive impact on the world by working together left a lasting impression on the City of Columbia, and his dedication to helping people live healthier lives and enjoy and preserve nature resulted in the construction of Columbia’s MKT Trail, the building of the Activity and Recreation Center (ARC), the creation of Stephens Lake Park, and the establishment of the statewide KATY Trail, for which the Boone County Historical Society called him “The Father of the KATY Trail”; and
- Whereas,* Darwin’s work was recognized by many groups through awards and accolades, and Darwin and Axie were inducted into the Boone County Hall of Fame in 2017 for their nearly four decades of service to the Columbia community.
- Therefore,* we do hereby honor and remember former Mayor Darwin Alexander Hindman, Jr. for his lifelong dedication to public service, to the constant improvement of our community and to the citizens of Boone County.

IN TESTIMONY WHEREOF, this 24th day of September, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

ATTEST:

Janet M. Thompson, District II Commissioner

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

24th

day of

September

20 19

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

Now on this day the County Commission of the County of Boone does hereby correct a scrivener's error in Commission Order 399-2019 entered on September 19, 2019, as it pertains to the Group Homes levy (\$.1146 should be \$.1136). For ease of reference, the contents of Commission Order 399-2019 are hereby readopted as amended and set out in full below confirming the 2019 tax rates per hundred dollars of assessed valuation for county purposes as follows:

County of Boone	Total \$.2836
General Revenue	\$.1200
Common Road and Bridge	\$.0500
Group Homes	\$.1136
County-wide Surtax on Subclass III Property	\$.6100

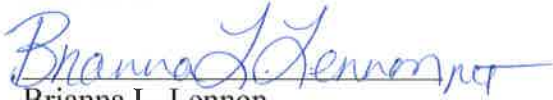
Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2019:

State of Missouri	\$.0300
Columbia Public Schools	Total \$6.0988
Incidental Fund	\$2.0111
Teachers Fund	\$3.0158
Debt Service	\$.9719
Capital Projects	\$.1000
Southern Boone County R-I Schools	Total \$5.7918
Incidental Fund	\$4.1118
Teachers Fund	\$.0000
Debt Service	\$1.6800
Capital Projects	\$.0000
Hallsville R-IV Schools	Total \$4.9637
Incidental Fund	\$3.6937
Teachers Fund	\$.0000
Debt Service	\$1.1100
Capital Projects	\$.1600
Sturgeon R-V Schools	Total \$5.0364
Incidental Fund	\$3.7664
Teachers Fund	\$.0000
Debt Service	\$1.2700
Capital Projects	\$.0000
Centralia R-VI Schools	Total \$4.3327
Incidental Fund	\$3.4427
Teachers Fund	\$.0000

Debt Service	\$.8900	
Capital Projects	\$.0000	
Harrisburg R-VIII Schools		Total \$5.2515
Incidental Fund	\$4.0103	
Teachers Fund	\$.0000	
Debt Service	\$1.2412	
Capital Projects	\$.0000	
New Franklin R-I Schools		Total \$4.1286
Incidental Fund	\$3.4266	
Teachers Fund	\$.0000	
Debt Service	\$.7020	
Capital Projects	\$.0000	
Fayette R-III Schools		Total \$4.9962
Incidental Fund	\$4.2200	
Teachers Fund	\$.0000	
Debt Service	\$.7762	
Capital Projects	\$.0000	
North Callaway R-I Schools		Total \$4.6602
Incidental Fund	\$3.6831	
Teachers Fund	\$.0000	
Debt Service	\$.9771	
Capital Projects	\$.0000	
City of Ashland	General Revenue	Total \$.2480
City of Centralia		Total \$.9529
General Revenue	\$.6582	
Parks & Recreation	\$.2947	
City of Columbia	General Revenue	Total \$.4075
City of Hallsville	General Revenue	Total \$.5593
Town of Harrisburg	General Revenue	\$.3645
Village of Hartsburg	General Revenue	\$.5409
City of Rocheport	General Revenue	\$.2707
City of Sturgeon	General Revenue	\$.5363
Boone County Fire Protection District		Total \$.8842
General Revenue	\$.6342	
Debt Service	\$.2500	
Southern Bo. Co. Fire Protect. District		Total \$.4999
General Revenue	\$.3352	
Debt Service	\$.1647	
Columbia/BoCo Library District	General Revenue	\$.3064
Centralia Library District	General Revenue	\$.5435
Callahan Watershed Subdistrict	General Revenue	\$.0881

Done this 24th day of September 2019.

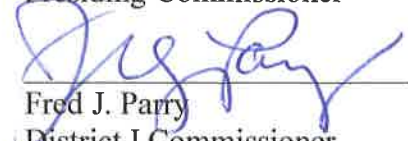
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

464-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

24th

day of

September

20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 758 Demaret Drive, parcel #17-313-11-01-153.00 01.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	September Session
758 Demaret Drive	)	July Adjourned
Columbia, MO	)	Term 2019
	)	Commission Order No. <u>404-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, tires and other refuse on the premises.
4. The location of the public nuisance is as follows: 758 Demaret Drive, Fairway Meadows Subdivision, Block 2, Lot 48, a/k/a parcel# 17-313-11-01-153.00 01, Section 11, Township 48, Range 12 as shown in deed book 0419 page 0502, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, tires and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 27th day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission

ATTEST:


Presiding Commissioner


Boone County Clerk

Photographs taken 9/20/19 @ ~ 10:00 am
758 Demaret Drive





Emma Jeanne Buckman
758 Demaret Drive
Health Department nuisance notice - timeline

- 8/20/19: citizen complaint received
- 8/20/19: initial inspection conducted
- 8/22/19: citizen complaint received
- 8/23/19: notice of violation notice sent to owner, return receipt requested
- 8/27/19: notice of violation to owner claimed
- 9/3/19: citizen complaint received
- 9/4/19: citizen complaint received
- 9/11/19: citizen complaint received
- 9/12/19: reinspection conducted – violation not abated
- 9/14/19: hearing notice sent
- 9/20/19: photographs of violation taken at ~ 10:00 am



HEARING NOTICE

Emma Jeanne Buckman
2610 Summit Road
Columbia, MO 65203-1336

An inspection of the property you own located at 758 Demaret Drive (parcel # 17-313-11-01-153.00 01) was conducted on August 20, 2019 and revealed junk, trash, rubbish, garbage, tires and other refuse and an unlicensed, derelict, dismantled and inoperable gray 4-door Buick Grand Prix vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, September 24, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 14th day of

September 2019 by DUR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



Col In go!



Tom Schauwecker Assessor

Parcel 17-313-11-01-153.00 01

Property Location 758 DEMARET DR

City	Road COMMON ROAD DISTRICT (CO)	School COLUMBIA (C1)
Library COL BC LIBRARY (L4)	Fire BOONE COUNTY (F1)	

Owner	BUCKMAN EMMA JEANNE	Subdivision Plat Book/Page	0010 0021
Address	2610 SUMMIT RD	Section/Township/Range	11 48 12
Care Of		Legal Description	FAIRWAY MEADOWS BLK 2
City, State, Zip	COLUMBIA, MO 65203 - 1336		LOT 48
		Lot Size	80.00 x 140.18
		Irregular Shape	Y
		Deeded Acreage	.00
		Calculated Acreage	.00
		Deed Book/Page	4271 0203 0419 0502

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total	Type	Total
RESIDENTIAL	105,200	RESIDENTIAL	19,988
Totals	105,200	Totals	19,988

RESIDENCE DESCRIPTION

Year Built 1970 (ESTIMATE)
 Use FOUR-PLEX (104)
 Basement FULL (4) Attic NONE (1)
 Bedrooms 8 Main Area 1,600
 Full Bath 4 Finished Basement Area 1,600
 Half Bath 0
 Total Rooms 16 Total Square Feet 3,200

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4251
 Fax (573) 886-4254

Warranty Deed

Boone County, Missouri

Filed for record on September 20, 1974 at 1:22 o'clock P.M. in Boone County, Mo.

Document No. 7169 recorded in Book 419 Page 502 BETTY SAUNDERS, Recorder of Deeds.

Unofficial Document

THIS DEED, Made and entered into this 5th day of September A.D. One Thousand Nine Hundred and Seventy-four, by and between Ronald W. Kewley and Sharyl F. Kewley, husband and wife,

of Boone County, State of Missouri party or parties of the first part, and James A. Buckman and Emma Jeanne Buckman, husband and wife (Grantor's mailing address is: 4716 Oakview Dr., Columbia, Missouri 65201

of Boone County, State of Missouri party or parties of the second part:

WITNESSETH That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri to-wit:

Lot Forty-eight (48) of FAIRWAY MEADOWS SUBDIVISION, Block No. 2, as shown by plat recorded in Plat Book 10 at Page 21, Records of Boone County, Missouri.

Subject to, and in recognition of, a certain deed of trust given by First Parties to Ben N. Smith, Jr., Trustee, and Mid Missouri Savings and Loan Association on the 10th day of March, 1971; recorded at page 527, Book 398, of the Deed of Trust Records of Boone County, Missouri; and securing a note of like date in the principal amount of \$29,000.00 and bearing interest at the rate of eight per cent (8%) per annum.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, all taxes falling due for 1974 and all years thereafter.

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

[Handwritten signatures of Ronald W. Kewley and Sharyl F. Kewley]

STATE OF MISSOURI } ss. On this 9th day of September, 1974. County of Boone } before me personally appeared Ronald W. Kewley and Sharyl F. Kewley his wife and to me known in the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, the day and year first above written. My term expires Aug 28, 1974. MARY K. FAMA, Notary Public

STATE OF MISSOURI } ss. IN THE RECORDER'S OFFICE County of Boone } I, Recorder of said county, do hereby certify that the within instrument of writing was, at 1 o'clock 22 minutes P.M. on the 20th day of September, A.D., 1974, duly filed for record in this office and has been recorded in Book 419, Page 502.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

Betty Saunders, Recorder

Nora Dietzel, Recorder of Deeds



Kristine Vellema <kris.vellema@como.gov>

County Nuisance

1 message

Donna Rivers <Donna.Rivers@como.gov>

Tue, Aug 20, 2019 at 11:37 AM

To: Kristine Vellema <Kris.Vellema@como.gov>, Garth Baker <garth.baker@como.gov>

Caller stated she went to see a friend and saw a big pile of trash bags and loose trash behind her friend's place, in another apartment complex. It is located on Demaret, as you are traveling south on Sneed, and cross over Demaret.

She asked another neighbor, who lives in the location of the apartment complex with the pile of trash, what had happened to the dumpster. The landlord told her someone had put a mattress in the dumpster and he couldn't afford it, so he had the dumpster taken away.

She wished to remain anonymous.

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

8/20: 734 trash, mattress
 734, trash, mattress
 750: 758 trash, mattress
 750' trash
 750' trash
 749, weeds
 744, trash
 decided in p uk
 gray to
 Bruch
 ground mix



Kristine Vellema <kris.vellema@como.gov>

Fwd: Resident concern via Facebook

1 message

Donna Rivers <Donna.Rivers@como.gov>

Thu, Aug 22, 2019 at 12:58 PM

To: Kristine Vellema <Kris.Vellema@como.gov>, Garth Baker <garth.baker@como.gov>

I know this has been dealt with, I believe I sent out certified letters this morning. But thought I should forward since Lucio sent it to me.

Thanks!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

----- Forwarded message -----

From: **Lucio Bitoy IV** <lucio.bitoy@como.gov>
Date: Thu, Aug 22, 2019 at 12:50 PM
Subject: Re: Resident concern via Facebook
To: Donna Rivers <Donna.Rivers@como.gov>

I have one more resident concern from facebook about a large mound of trash in a residential area. I believe it's within county limits and would be forwarded to environmental health? They stated " The address is 800 Demaret Dr. It can be seen from the street, it is behind the building. Went there again last night and the smell is overwhelming!" I'm attaching photos as well.

On Thu, Aug 22, 2019 at 11:58 AM Donna Rivers <Donna.Rivers@como.gov> wrote:
You are welcome!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

On Thu, Aug 22, 2019 at 11:51 AM Lucio Bitoy IV <lucio.bitoy@como.gov> wrote:
Thank you very much, I greatly appreciate your help.

On Thu, Aug 22, 2019 at 11:38 AM Donna Rivers <Donna.Rivers@como.gov> wrote:
Garth Baker is the inspector...I will forward to him.
You can send these to me when Kala is not here, and I will get them to the inspector for the establishment.

Thanks!
Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346



Kristine Vellema <kris.vellema@como.gov>

Fwd: Demaret...again...and again

1 message

Kala Tomka <Michala.Wekenborg@como.gov>
To: Kristine Vellema <kris.vellema@como.gov>

Tue, Sep 3, 2019 at 12:57 PM

For you!

----- Forwarded message -----

From: Donna Rivers <Donna.Rivers@como.gov>
Date: Tue, Sep 3, 2019 at 12:56 PM
Subject: Demaret...again...and again
To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Shari (573-474-6032) called to make sure her neighbors had actually called in about this nuisance.

The address she is calling about is 758 Demaret, 50 plus garbage bags and bed frames in the backyard, in the front yard there are boxes, clothes, plastic tubs, trash bags, and screen doors.

She wishes to remain anonymous to the owners of the location, but is available for verification/questions.

Thanks!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346Kala W. Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com***My e-mail address has changed to: michala.wekenborg@como.gov Thank you!***

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.



Kristine Vellema <kris.vellema@como.gov>

Demaret

1 message

Donna Rivers <Donna.Rivers@como.gov>

Wed, Sep 4, 2019 at 3:53 PM

To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>, Kristine Vellema <Kris.Vellema@como.gov>, Garth Baker <garth.baker@como.gov>

I know you are completing the process at these locations...I did call her back and let her know these had been reported numerous times.

She asks the inspector give her a call back with the status.

Voicemail

Wednesday 09/04/2019 @ 3:12 PM

Latoya Robinson

573-356-8460

758 A-B-C-D Demaret

800 A-B-C-D Demaret

Trash, ect.

Thanks,

Donna Rivers

Senior Administrative Support Assistant

Environmental Health

Columbia/Boone County

Department of Public Health and Human Services

1005 W Worley, Columbia MO 65203

573-874-7346



Kristine Vellema <kris.vellema@como.gov>

800 Demaret (??? not sure of house number really)

1 message

Donna Rivers <Donna.Rivers@como.gov>
To: Kristine Vellema <Kris.Vellema@como.gov>

Wed, Sep 11, 2019 at 4:08 PM

Rhonda
573-289-6262

Huge pile of trash, mice running out of it. Caller stated if you put your truck in park at the end of Snead you could see the huge pile of trash. Caller advised at the back of the property there is furniture as well.

Return call on status of this complaint.

Thanks!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

405-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 24th day of September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 14581 N. Highway YY, parcel #06-500-16-00-011.01 01.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

[Signature]
Daniel K. Atwill
Presiding Commissioner
[Signature]
Fred J. Parry
District I Commissioner
[Signature]
Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	September Session
14581 N. Highway YY	)	July Adjourned
Harrisburg, MO	)	Term 2019
	)	Commission Order No. <u>405-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 14581 N. Highway YY, Pt SW NW NW, Survey 577-635 a/k/a parcel# 06-500-16-00-011.01 01, Section 16, Township 50, Range 13 as shown in deed book 0685 page 0271, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 13th day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



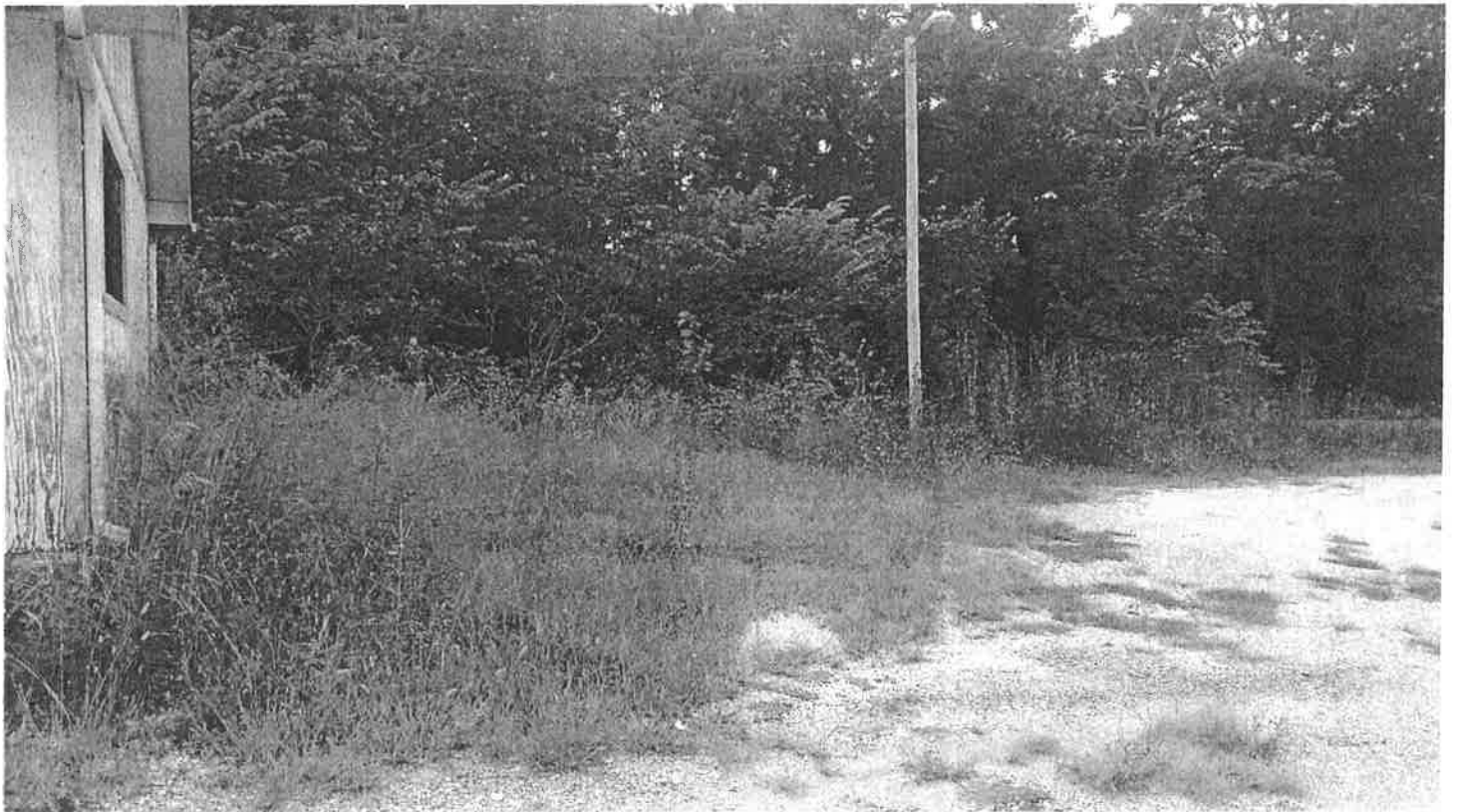
Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 9/3/19 @ ~ 3:30 pm
14581 N. Highway YY



SJ Dibben
14581 N. Highway YY
Health Department nuisance notice - timeline

- 7/12/19: citizen complaint received
- 7/17/19: initial inspection conducted
- 7/18/19: notice of violation notice sent to owner, return receipt requested – notice never accepted
- 8/13/19: notice of violation posted in newspaper
- 9/3/19: reinspection conducted – violation not abated - photographs taken at ~ 3:30 pm
- 9/10/19: hearing notice sent



HEARING NOTICE

SJ Dibben
4891 W. Squire Court Road
Harrisburg, MO 65256-9216

An inspection of the property you own located at 14581 N. Highway YY (parcel # 06-500-16-00-011.00 01) was conducted on July 17, 2019 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, September 24, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10th day of

September 2019 by our

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)


I, Hailee Hansen, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

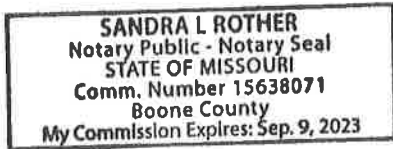
- 1st Insertion August 13, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$65.61

Printer's Fee

Subscribed & sworn to before me this 20th day of September, 2019

By: 
 Hailee Hansen
 Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

SJ Dikken
4891 W. Squire Court Road
Harrisburg, MO 65256-9216

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Pt SW NW NW, Survey 577-635 a/k/a 14581 N. Highway YY as shown by deed book 0685 page 0271

Type of Nuisance: growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: August 13th, 2019

Stephanie Browning, Director, Columbia/Boone County Department of Public Health

INSERTION DATE: August 13, 2019



Kristine Vellema <kris.vellema@como.gov>

(no subject)

1 message

Kristine Vellema <Kris.Vellema@como.gov>
To: Kristine Vellema <Kris.Vellema@como.gov>

Fri, Jul 12, 2019 at 1:53 PM

anonymous - old dibbens store at YY and 124 - not been mowed all year

--

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

Kristine N. Vellema
Environmental Public Health Specialist
Columbia/Boone County Department of Public Health
1005 W. Worley Street
Columbia, MO 65203
(573) 874-7346
(573) 817-6407 FAX

7/17 Weeds

Tom Schauwecker Assessor

Parcel 06-500-16-00-011.01 01

Property Location 14581 N HWY YY

City _____ Road COMMON ROAD DISTRICT (CO) School HARRISBURG (R8)
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner	DIBBEN S J	Subdivision Plat Book/Page	
Address	4891 W SQUIRE COURT RD	Section/Township/Range	16 50 13
Care Of		Legal Description	PT SW NW NW SUR 577-635
City, State, Zip	HARRISBURG, MO 65256 - 9216	Lot Size	.00 x .00
		Irregular Shape	
		Deeded Acreage	1.03
		Calculated Acreage	.00
		Deed Book/Page	0685 0271

CURRENT APPRAISED

Type	Total
COMMERCIAL	30,950
Totals	30,950

CURRENT ASSESSED

Type	Total
COMMERCIAL	9,904
Totals	9,904

RESIDENCE DESCRIPTION

Year Built	2000
Use	
Basement	0
Attic	0
Bedrooms	0
Main Area	0
Full Bath	0
Finished Basement Area	0
Half Bath	0
Total Rooms	0
Total Square Feet	0

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4251
 Fax (573) 886-4254

Boone County, Missouri

Document No. 271 recorded in Book 685 page 271 at 10:47 o'clock A.M. in Boone Co Mo.
Bettie Johnson, Recorder of Deeds

GENERAL WARRANTY DEED (By a Corporation)

THIS INDENTURE Made on the 18th day of July A. D. One Thousand Nine Hundred and ~~Eighty~~ ^{Eighty} eight

Unofficial Document 271

between American Bank of Boone County
a corporation of the State of Missouri, party of the First Part, and Billy L. Dikken and S. J. Dikken,
(Grantee's Mailing Address is.) husband and wife,
Route 1, Box 282, Harrisburg, MO 65256

of the County of Boone in the State of Missouri party or parties of the Second Part:

WITNESSETH That the said party of the First Part, in consideration of the sum of ten dollars and other valuable considerations to it paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party or parties of the Second Part, their heirs and assigns, the following described Real Estate situated in the County of Boone and State of Missouri, to-wit:

A tract of land in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Fifty (50) North, Range Thirteen (13) West in Boone County, Missouri lying South of Highway #124 and West of Highway Route "YY" and more fully described in a survey recorded in Book 577, Page 635 Records of Boone County, Missouri, containing 1.03 acres, SUBJECT to essements and restrictions of record.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging, or in anywise appertaining, unto the said party or parties of the Second Part, and unto their heirs and assigns, FOREVER, the said party of the First Part, hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed that it has good right to convey the same, and that the said premises are free and clear of any encumbrances done or suffered by it to those under whom it claims, and that it will Warrant and Defend the title to the said premises unto the said party or parties of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever

WHEREOF, The said Party of the First Part has caused these presents to be signed by its President, attested by its Cashier, and its corporate seal to be hereto affixed, the day and year first above written, Except taxes for 1988 and years thereafter, 1988 taxes being appointed as of the date

AMERICAN BANK OF BOONE COUNTY, a Missouri corporation,
By William P. Grace President
Attest: Fern Hildebrand Cashier



STATE OF MISSOURI

County of Boone

On this 18 day of July, 1988,
William P. Grace

before me appeared William P. Grace to me personally known, who being by me duly sworn, did say that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal, at my office in COLUMBIA, the day and year first above written.
My term expires 3-17 90

Judy Maseman
Judy Maseman Notary Public



IN THE RECORDER'S OFFICE

of said county, do hereby certify that the within instrument of writing was, at 10 o'clock 47 minutes 47 on the 20 day of July, A.D. 1988, duly filed for record in this office, and has been recorded in Book 685 Page 271

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

Bettie Johnson Recorder
Bettie Johnson
Earen Wortmann

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 24th day of September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4703 W. Knox Drive, parcel #16-420-20-03-094.00 01.

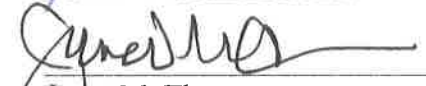
Done this 24th day of September 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Jarret M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	September Session
4703 W Knox Drive	)	July Adjourned
Columbia, MO 65203	)	Term 2019
	)	Commission Order No. <i>406-2019</i>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: A growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 4703 W Knox Drive, Columbia, MO, a/k/a parcel# 16-420-20-03-094.00 01, Meadowbrook West, Lot 86A, Section 20, Township 48, Range 13 as shown by deed book 3898 page 0068, Boone County
5. The specific violation of the Code is: a growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of July 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Naomi Bettin

4703 W Knox Drive

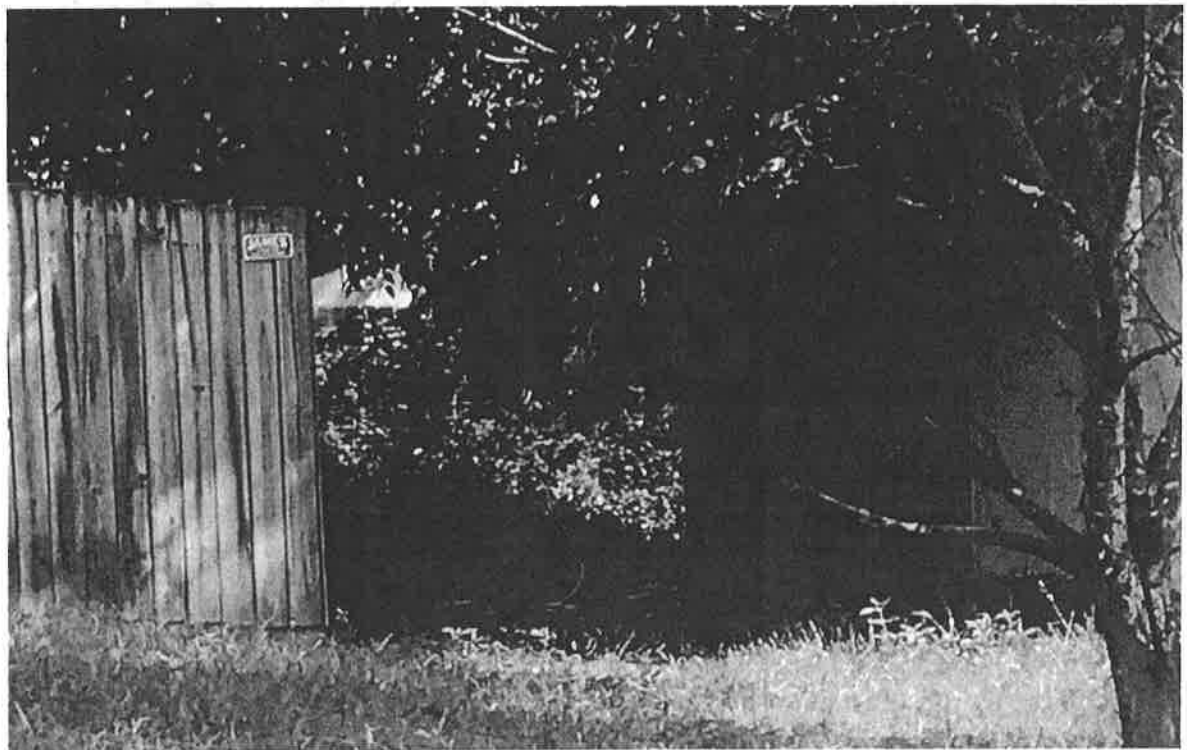
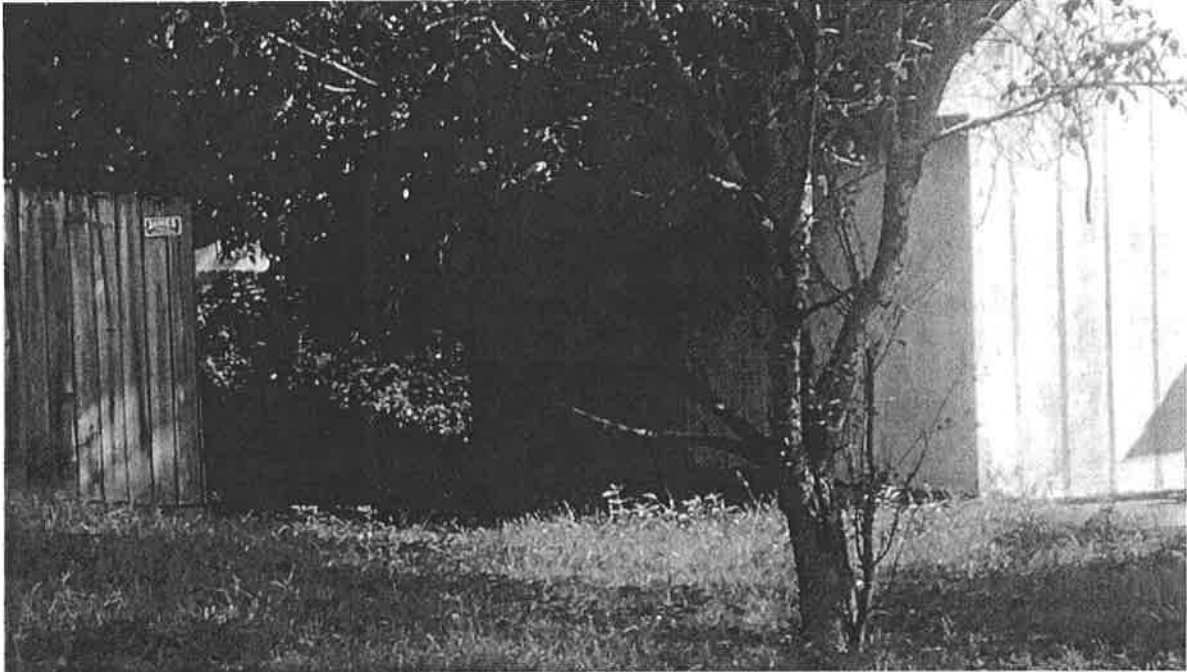
Health Department nuisance notice – timeline

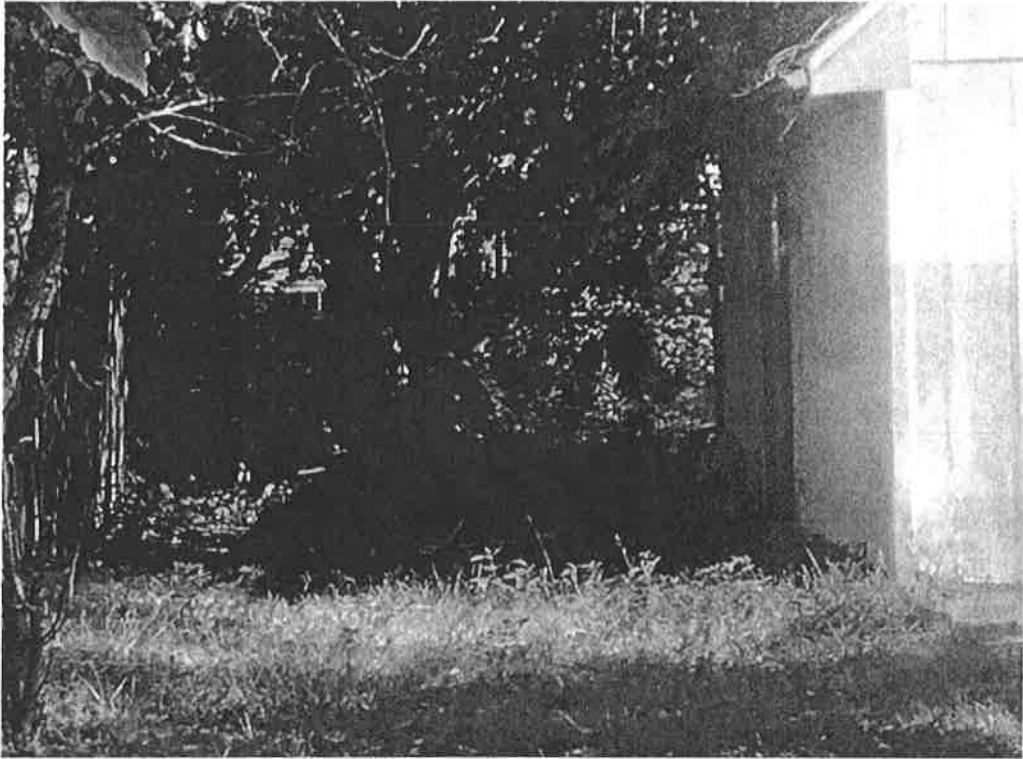
- 6/24/19: Citizen complaint received
- 6/24/19: Initial inspection conducted
- 6/25/19: Notice of violation sent tow owner, return receipt requested
- 7/24/19: Notice of violation posed in local newspaper
- 8/27/19: Re-inspection conducted – violation not abated
- 9/12/19: Hearing notice sent
- 9/19/19: Re-inspection conducted – violation not abated – photographs taken at ~ 10:30 a.m.

Photographs taken 9/19/19 @ ~ 10:30 a.m.

4703 W Knox Drive

A growth of weeds in excess of twelve inches high on the premises







Columbia/Boone County
Public Health & Human Services



HEARING NOTICE

BETTIN NAOMI M
4703 W KNOX DR
COLUMBIA, MO 65203-7229

An inspection of the property you own located at 4703 W Knox Drive (parcel # 16-420-20-03-094.00 01) was conducted on September 10, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on September 24, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 12th day of September 2019

by DJR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



ColMo.gov



AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Hailee Hansen, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ July 24, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
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- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$63.79

Printer's Fee

Subscribed & sworn to before me this 31st day of July, 2019

By: [Signature]
Hailee Hansen
[Signature]
Notary Public

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

BETTIN NAOMI M
4703 W KNOX DR
COLUMBIA, MO 65203-7229

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by the action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 4703 W KNOX DR as shown by deed book 3898 page 0068

Type of Nuisance: growth of weeds in excess of twelve inches high



SANDRA L. ROTHER
My Commission Expires
September 9, 2019
Boone County
Commission #15638071

7018 0040 0000 9884 5978

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Postage \$ _____
 Total Postage and Fees \$ _____

Sent To *Naomi M Bettin*
 Street and Apt. No., or PO Box No. *4703 W Knox Dr*
 City, State, ZIP+4® *Columbia, MO 65203-7229*

MAIN POST OFFICE
COLUMBIA, MO.
JUN 25 2019
 Postmark
 65201-9999



CITY OF COLUMBIA/BOONE-C

DEPARTMENT OF PUBLIC HEALTH AND HUMAN ENVIRONMENTAL HEALTH

1005 W. WORLEY STREET
P.O. BOX 6015
COLUMBIA, MISSOURI 65205-6015

CERTIFIED MAIL®



7018 0040 0000 9884 5978

Hasler
US POSTAGE \$006.80



ZIP 65203
65203-7229

6-27

BETTIN NAOMI M
4703 W KNOX DR
COLUMBIA, MO 65203-7229

UNCLAIMED

65203#7229 R017





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

BETTIN NAOMI M
4703 W KNOX DR
COLUMBIA, MO 65203-7229

An inspection of the property you own located 4703 W Knox Dr. (parcel # 16-420-20-03-094.00 01) was conducted on June 24, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 26th day of June 2019 by DUR.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



Garth Baker <garth.baker@como.gov>

Fwd: County Nusiance

2 messages

Kala Tomka <Michala.Wekenborg@como.gov>
To: Garth Baker <garth.baker@como.gov>

Mon, Jun 24, 2019 at 12:57 PM

For you

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>
Date: Mon, Jun 24, 2019 at 12:30 PM
Subject: County Nusiance
To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Edith Naugle (573-474-7549) advises she lives at 4701 W Knox Drive, and the Health Department has her permission to go onto her property to observe the complaint of tall weeds at the neighbor's residence.

The address of the tall weeds property (2 feet tall in the backyard) is 4703 W Knox Drive.

Edith says there are now mice coming from that unit into her unit.

Thanks!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

--
Kala W. Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

Garth Baker <garth.baker@como.gov>
To: Kala Tomka <Michala.Wekenborg@como.gov>

Mon, Jun 24, 2019 at 1:01 PM

Sounds good, I will take a look!

Tom Schauwecker Assessor

Parcel 16-420-20-03-094.00 01 Property Location 4703 W KNOX DR

City Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)
Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner	BETTIN NAOMI M	Subdivision Plat Book/Page	0014 0069
Address	4703 W KNOX DR	Section/Township/Range	20 48 13
Care Of		Legal Description	MEADOWBROOK WEST, 1 LOT 86A
City, State, Zip	COLUMBIA, MO 65203 - 7229	Lot Size	41.25 x 125.00
		Irregular Shape	
		Deeded Acreage	.00
		Calculated Acreage	.00
		Deed Book/Page	3898 0068 3518 0148 1641 0518

CURRENT APPRAISED

Type	Total
RESIDENTIAL	75,380
Totals	75,380

CURRENT ASSESSED

Type	Total
RESIDENTIAL	14,322
Totals	14,322

RESIDENCE DESCRIPTION

Year Built	1981
Use	125
Basement	NONE (1)
Bedrooms	3
Full Bath	1
Half Bath	1
Total Rooms	5
Attic	NONE (1)
Main Area	1,372
Finished Basement Area	0
Total Square Feet	1,372

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251

Fax (573) 886-4254

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time 12/29/2011 at 02:31:14 PM

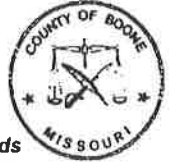
Instrument # 2011025729 Book 3898 Page 68

Grantor BETTIN, ELIZABETH

Grantee BETTIN, NAOMI M

Instrument Type QTCL
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 29 day of December A.D. Two Thousand and 11 by and between Elizabeth, BETTIN (Grantor), of the County of BOONE, in the State of MISSOURI, party or parties of the First Part, and NAOMI M, BETTIN (Grantee), (Grantee's mailings address) 4203 W. KNOT DRIVE, COLUMBIA, MO 65203 of BOONE County, State of MISSOURI party or parties of the Second Part:

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

LOT EIGHTY-SIX A (86A) OF A REPLAT OF LOT EIGHTY-SIX (86) OF MEADOWBROOK WEST PLANNED RESIDENTIAL DEVELOPMENT BLOCK A AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 69 (69) RECORDS OF BOONE COUNTY, MISSOURI.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name--or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Witness *Elizabeth Bettin*
ELIZABETH BETTIN

NA

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO DEC 29 2011

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 29 day of December, 2011 before me personally appeared Elizabeth

Bettin to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NANCY M. RAY
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 15, 2013
Commission # 09408072

(Seal)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, MO, the day and year first above written.

My term expires March 15, 2013
Nancy M. Ray
Notary Public
NANCY M. RAY

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

24th

day of

September

20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6504 E. Mary Ann Circle, parcel #12-901-26-02-021.00 01.

Done this 24th day of September 2019.

ATTEST:

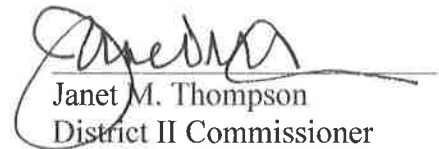

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	September Session
6504 E Mary Ann Circle	)	July Adjourned
Columbia, MO 65202	)	Term 2019
	)	Commission Order No. <u>407-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 6504 E Mary Ann Circle, Columbia, MO, a/k/a parcel# 12-901-26-02-021.00 01, El Rey Heights Lot 26, Section 26, Township 49, Range 12 as shown by deed book 3242 page 0096, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of August 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission


Presiding Commissioner

ATTEST:


Boone County Clerk

Thomas Robbins

6504 E Mary Ann Circle

Health Department nuisance notice – timeline

- 7/18/19: Citizen complaint received
- 7/18/19: Initial inspection conducted
- 7/20/19: Notice of violation sent to owner, return receipt requested
- 8/15/19: Notice of violation posed in local newspaper
- 9/12/19: Re-inspection conducted – violation not abated – photographs at ~ 10:00 a.m.
- 9/12/19: Hearing notice sent

Photographs taken 9/12/19 @ ~ 10:00a.m.

6504 E Mary Ann Circle

Trash, rubbish and garbage on the premises.





HEARING NOTICE

ROBBINS THOMAS
1112 ELGIN DR
COLUMBIA, MO 65203

An inspection of the property you own located at 6504 E MARY ANN CIR (parcel #12-901-26-02-021.00 01) was conducted on September 9, 2019 and revealed trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on September, 24, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 12th day of

September 2019 by DLR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play!

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
 County of Boone)

I, Hailee Hansen, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ August 15, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$64.70
 Printer's Fee

Subscribed & sworn to before me this 19th day of September, 2019

By: [Signature]
 Hailee Hansen
[Signature]
 Sandra L Rother
 Notary Public

SANDRA L ROTHER
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Comm. Number 15638071
 Boone County
 My Commission Expires: Sep. 9, 2023

**NOTICE OF DECLARATION OF
 PUBLIC NUISANCE
 AND ORDER OF ABATEMENT**

ROBBINS THOMAS
 1112 ELGIN DR
 COLUMBIA, MO 65203

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 6504 E Mary Ann Circle as shown by deed book 3242 page 0096 and 6506 E Mary Ann Circle as shown by deed book 3242 page 0096.

Type of Nuisance: Trash, rubbish and garbage on the premises.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: August 15, 2019

Stephanie Browning, Director, Columbia/Boone County
 Department of Public Health

Insertion Date: August 15, 2019

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

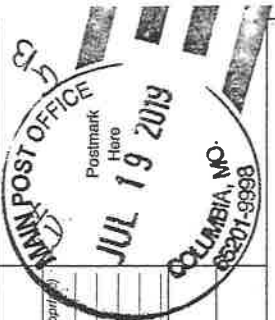
Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Thomas Robbins
1112 Elgin Dr
Columbia MO 65203

2265 1E98 0000 0892 2102



CITY OF COLUMBIA/BOONE COUNTY

DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
ENVIRONMENTAL HEALTH

1005 W. WORLEY STREET
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015

CERTIFIED MAIL®



7017 2680 0000 8831 5921

US POSTAGE \$006.80

UNCLAIMED

1st NOTICE 722-18
 2nd NOTICE _____
 RETURNED _____

HAZARD AND/OR NUISANCE AN

ROBBINS THOMAS
1112 ELGIN DR
COLUMBIA, MO 65203

6520336219 C072





Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

ROBBINS THOMAS
1112 ELGIN DR
COLUMBIA, MO 65203

An inspection of the property you own located at own located at 6504 E MARY ANN CIR (parcel # 12-901-26-02-021.00 01) was conducted on July 18, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of July 2019 by RT.

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

ColMo.gov



Tom Schauwecker Assessor

Parcel 12-901-26-02-021.00 01 **Property Location** 6504 E MARY ANN CIR

City	Road COMMON ROAD DISTRICT (CO)	School COLUMBIA (C1)
Library COL BC LIBRARY (L4)	Fire BOONE COUNTY (F1)	
Owner ROBBINS THOMAS	Subdivision Plat Book/Page 0011 0031	
Address 1112 ELGIN DR	Section/Township/Range 26 49 12	
Care Of	Legal Description EL REY HEIGHTS	
City, State, Zip COLUMBIA, MO 65203	LOT 26	
	Lot Size	92.20 × 204.76
	Irregular Shape	Y
	Deeded Acreage	.00
	Calculated Acreage	.00
	Deed Book/Page	3242 0096 3235 0108 2309 0071 1206 0628

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total	Type	Total
RESIDENTIAL	89,420	RESIDENTIAL	16,989
Totals	89,420	Totals	16,989

RESIDENCE DESCRIPTION

Year Built 1977 (ESTIMATE)	
Use DUPLEX (102)	
Basement CRAWL SPACE (2)	Attic NONE (1)
Bedrooms 4	Main Area 1,952
Full Bath 2	Finished Basement Area 0
Half Bath 0	
Total Rooms 8	Total Square Feet 1,952

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

Boone County, Missouri

Recorded in Boone County, Missouri

Date and Time 11/28/2007 at 08:46:26 AM

Unofficial Document Instrument # 2007029153 Book 3242 Page 96

Grantor GENTZSCH, CHELSEA ELLEN

Grantee ROBBINS, THOMAS

Instrument Type WD

Recording Fee \$30.00 S

No of Pages 3

Bettie Johnson, Recorder of Deeds



Boone-Central Title Company

File No. 0720865

Missouri General Warranty Deed

This Indenture, Made on 19th day of November, 2007, by and between

**Chelsea Ellen Gentsch (formerly Chelsea Ellen Dick) and Christopher S. Gentsch, wife and husband,
Gentry David Morgan, a single person
as GRANTOR, and**

Thomas Robbins, a single person

as GRANTEE, whose mailing address is: **6501 E. Mary Ann Circle Apt. A
Columbia, MO 65202**

Property Address: **6504 Mary Ann Circle, Columbia, MO 65202**

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

LOT TWO (2), EXCEPT THE SOUTH 204.1 FEET THEREOF AND LOT TWENTY-SIX (26) OF EL REY HEIGHTS SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 31, RECORDS OF BOONE COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO NOV 28 2007

Unofficial Document

State of Missouri

County of Jefferson

}
} ss:
}

On this 17th day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Gentry David Morgan, a single person**

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Amanda S. Carr

Notary Public

My Term Expires: 7-12-11



Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 24th day of September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 907 E. Nance Drive, parcel #11-908-25-00-009.00 01.

Done this 24th day of September 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)
907 E Nance Drive)
Columbia, MO 65202)

September Session
July Adjourned
Term 2019
Commission Order No. 408-2019

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: A growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 907 E Nance Drive, Columbia, MO, a/k/a parcel# 11-908-25-00-009.00 01, Section 25, Township 49, Range 13 as shown by deed book 1783, page 0428, Boone County.
5. The specific violation of the Code is: A growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of August 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Forrest A. & Faye C. Pugh

907 E Nance

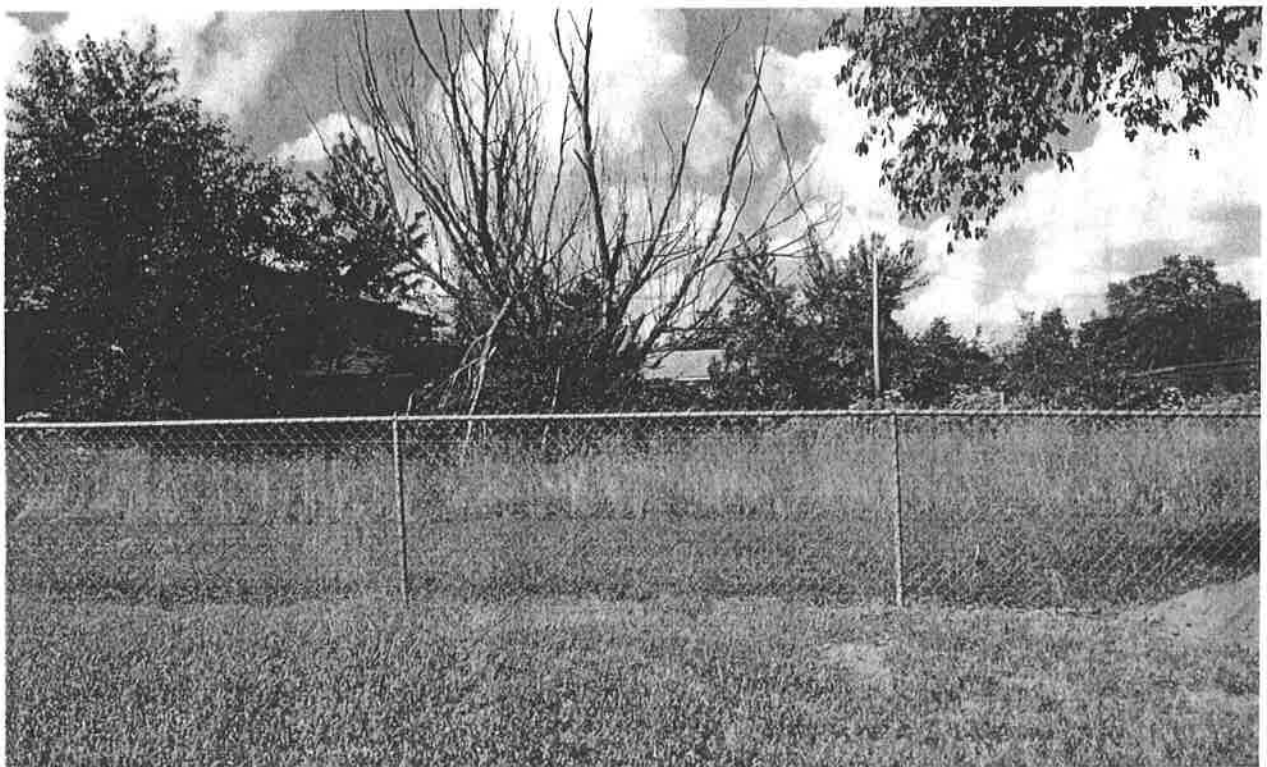
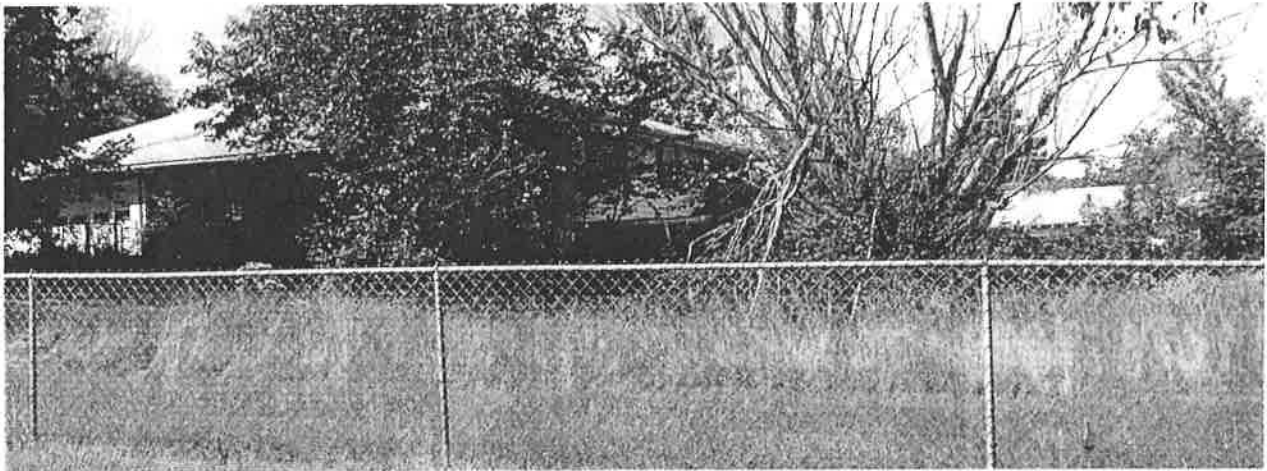
Health Department nuisance notice – timeline

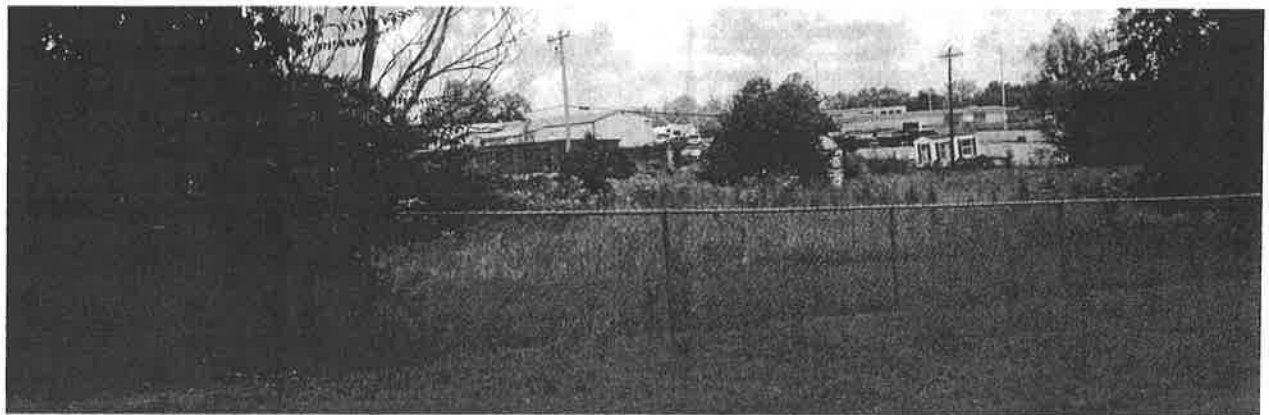
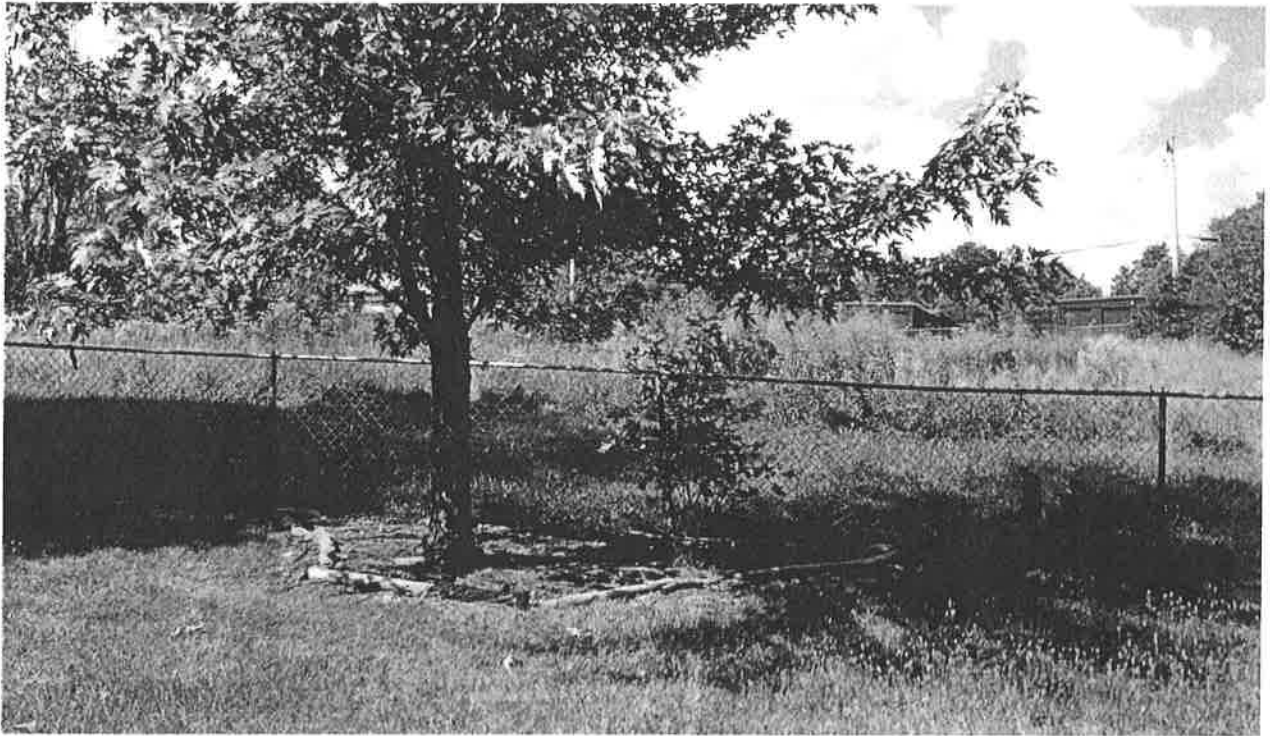
- 7/22/19: Citizen complaint received
- 7/22/19: Initial inspection conducted
- 7/23/19: Notice of violation sent to owner, return receipt requested
- 8/15/19: Notice of violation posed in local newspaper
- 9/11/19: Re-inspection conducted – violation not abated
- 9/11/19: Hearing notice sent
- 9/18/19: Re-inspection conducted – violation not abated – photographs at ~ 3:00 p.m.

Photographs taken 8/18/19 @ ~ 3:00 p.m.

907 E Nance Drive

A growth of weeds in excess of twelve inches high on the premises







HEARING NOTICE

PUGH FORREST A & FAYE C
907 E NANCE DRIVE
COLUMBIA, MO 65202

An inspection of the property you own located at 907 E Nance Drive (parcel # 11-908-25-00-009.00 01) was conducted on September 6, 2019 and revealed a growth of weeds in excess of twelve inches in height on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on September, 24, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11th day of

September 2019 by DUR

AFFIDAVIT OF PUBLICATION

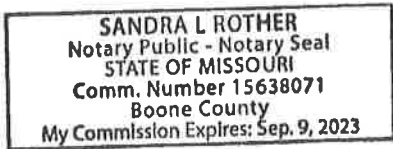
STATE OF MISSOURI) ss.
County of Boone)

I, Hailee Hansen, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ August 15, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$63.79
Printer's Fee

Subscribed & sworn to before me this 19th day of September, 2019
Sandra L Rother
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

PUGH FORREST A & FAYE C
907 E NANCE DRIVE
COLUMBIA, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 907 E NANCE DR as shown by deed book 1783 page 0428

Type of Nuisance: Growth of weeds in excess of twelve inches high on the premises.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: August 15, 2019

Stephanie Browning, Director, Columbia/Boone County Department of Public Health

Insertion Dates: August 15, 2019



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

PUGH FORREST A & FAYE C
907 E NANCE DRIVE
COLUMBIA, MO 65202

An inspection of the property you own located 907 E NANCE DR. (parcel # 11-908-25-00-009.00 01) was conducted on July 22, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23rd day of July 2019 by DUR.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



Garth Baker <garth.baker@como.gov>

nuisance property

2 messages

Kala Tomka <Michala.Wekenborg@como.gov>
To: Garth Baker <garth.baker@como.gov>

Mon, Jul 22, 2019 at 10:20 AM

907 E Nance Dr : weeds, trash in back yard.

You can view trash from 901 E Nance - Don Haddock is complainant and lives at 901. Please call Don after inspection 573-489-2840

Check zoning before you go

Thanks

--
Kala W. Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

Garth Baker <garth.baker@como.gov>
To: Kala Tomka <Michala.Wekenborg@como.gov>

Mon, Jul 22, 2019 at 11:43 AM

It is zoned residential. I have called Don back. The yard is in violation, but I could not see trash (I'm sure the weeds were covering it). I will send the property owner a notice of violation for weed growth.

Garth Baker
Environmental Health
City of Columbia/Boone County
Public Health and Human Services
(573)-441-5508

[Quoted text hidden]

Boone County, Missouri
GENERAL WARRANTY DEED

428

THIS DEED, Made and entered into this 12th day of September, 2001, by and between W.L. STONE, JR. AND MARILYN J. STONE, HUSBAND AND WIFE

Unofficial Document

party or parties of the first part of BOONE County, State of Missouri, grantor(s) and FORREST A. PUGH AND FAYE C. PUGH, HUSBAND AND WIFE

party or parties of the second part of BOONE County, State of Missouri, grantee(s).

Grantee's Mailing Address is 907 E. Nance Dr. Columbia MO 65202

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-NINE (49) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, BEING SHOWN AND DESCRIBED AS THE WEST HALF (W 1/2) OF TRACT A-3 AS SHOWN BY THE SURVEY RECORDED IN BOOK 400, PAGE 929, RECORDS OF BOONE COUNTY, MISSOURI.

AND ALSO, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-NINE (49) NORTH, RANGE THIRTEEN (13) WEST, OF

(Continued)

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2001 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

W.L. Stone Jr.
W.L. STONE, JR.

Marilyn J. Stone
MARILYN J. STONE

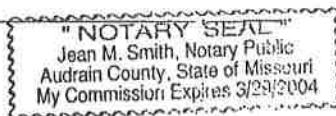
STATE OF MISSOURI }
COUNTY OF BOONE } ss

On this 12th day of September, 2001, before me personally appeared W.L. STONE, JR. AND MARILYN J. STONE, HUSBAND AND WIFE

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA, Missouri, the day and year first above written.

My term expires the _____ day of _____



Jean M. Smith
signed

STATE OF MISSOURI }
COUNTY OF _____ } ss

IN THE RECORDER'S OFFICE

I, Recorder of said County, do hereby certify that the within Instrument of Writing was, at _____ o'clock _____ M. on the _____ day of _____, duly filed for record in this office, and has been recorded in Book _____, Page _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at _____, Missouri on the day and year aforesaid.

Recorder of Deeds

Boone County, Missouri

Continuation of LEGAL DESCRIPTION

Unofficial Document

429

THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE NORTH LINE OF SECTION 25 AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 64, A POINT 40.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 1344.8 FEET ALONG THE HIGHWAY 63 RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 30' WEST 300.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30' WEST, 200.0 FEET; THENCE NORTH 0 DEGREES 30' WEST, 200.0 FEET; THENCE NORTH 89 DEGREES 30' EAST 200.0 FEET; THENCE SOUTH 0 DEGREES 30' EAST, 200.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

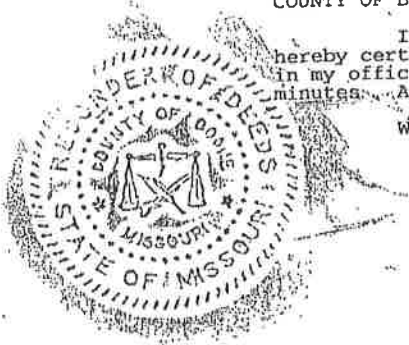
Document No. 23785

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 14th day of September, 2001 at 8 o'clock and 09:40 minutes AM and is truly recorded in Book 1783 Page 428.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Lisa Wyatt deputy



Nora Dietzel, Recorder of Deeds

Tom Schauwecker Assessor

Parcel 11-908-25-00-009.00 01

Property Location 907 E NANCE DR

City **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library COL BC LIBRARY (L4) **Fire** BOONE COUNTY (F1)

Owner	PUGH FORREST A & FAYE C	Subdivision Plat Book/Page	
Address	907 E NANCE DRIVE	Section/Township/Range	25 49 13
Care Of		Legal Description	200 X 200 FT. PT EPT N 1/2 NE (INC SUR 400-929)
City, State, Zip	COLUMBIA, MO 65202	Lot Size	.00 x .00
		Irregular Shape	
		Deeded Acreage	.00
		Calculated Acreage	1.60
		Deed Book/Page	1783 0428 0854 0785

CURRENT APPRAISED

Type	Total
RESIDENTIAL	106,920
Totals	106,920

CURRENT ASSESSED

Type	Total
RESIDENTIAL	20,314
Totals	20,314

RESIDENCE DESCRIPTION

Year Built	1970
Use	SINGLE FAMILY (101)
Basement	FULL (4) Attic NONE (1)
Bedrooms	3 Main Area 1,542
Full Bath	2 Finished Basement Area 925
Half Bath	0
Total Rooms	8 Total Square Feet 2,467

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 24th day of September 20 19

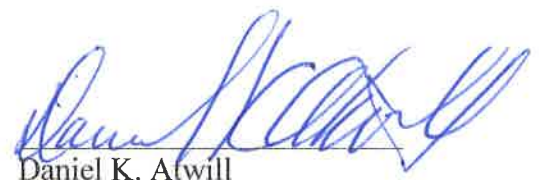
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 420 N. South Court, parcel #17-319-12-01-013.00 01.

Done this 24th day of September 2019.

ATTEST:

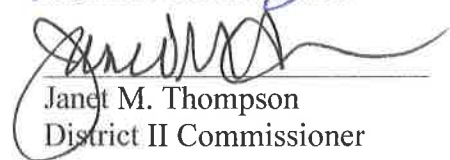

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)
420 N South Court)
Columbia, MO 65201)

September Session
July Adjourned
Term 2019
Commission Order No. 409-2019

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 24th day of September 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: A growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 420 N South Court, Columbia, MO, a/k/a parcel# 17-319-12-01-013.00 01, Lot 27 of the Resubdivision of the Replat of Sunrise Estates Subdivision Amended as shown by the plat recorded in Plat Book 12, Page 71, Section 12, Township 48, Range 12 as shown by deed book 4736 page 0004, Boone County
5. The specific violation of the Code is: A growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 6th day of September 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission


Presiding Commissioner

ATTEST:


Boone County Clerk

Aaron M Marcy

420 N South Court

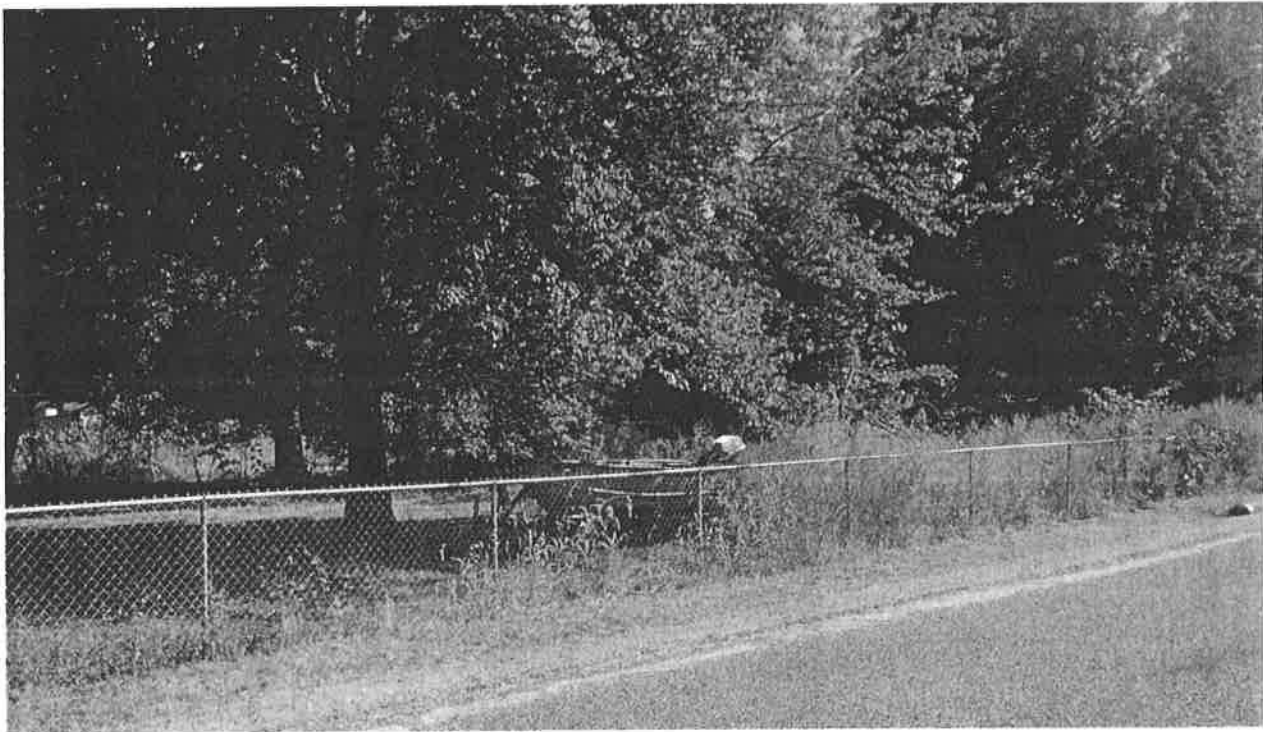
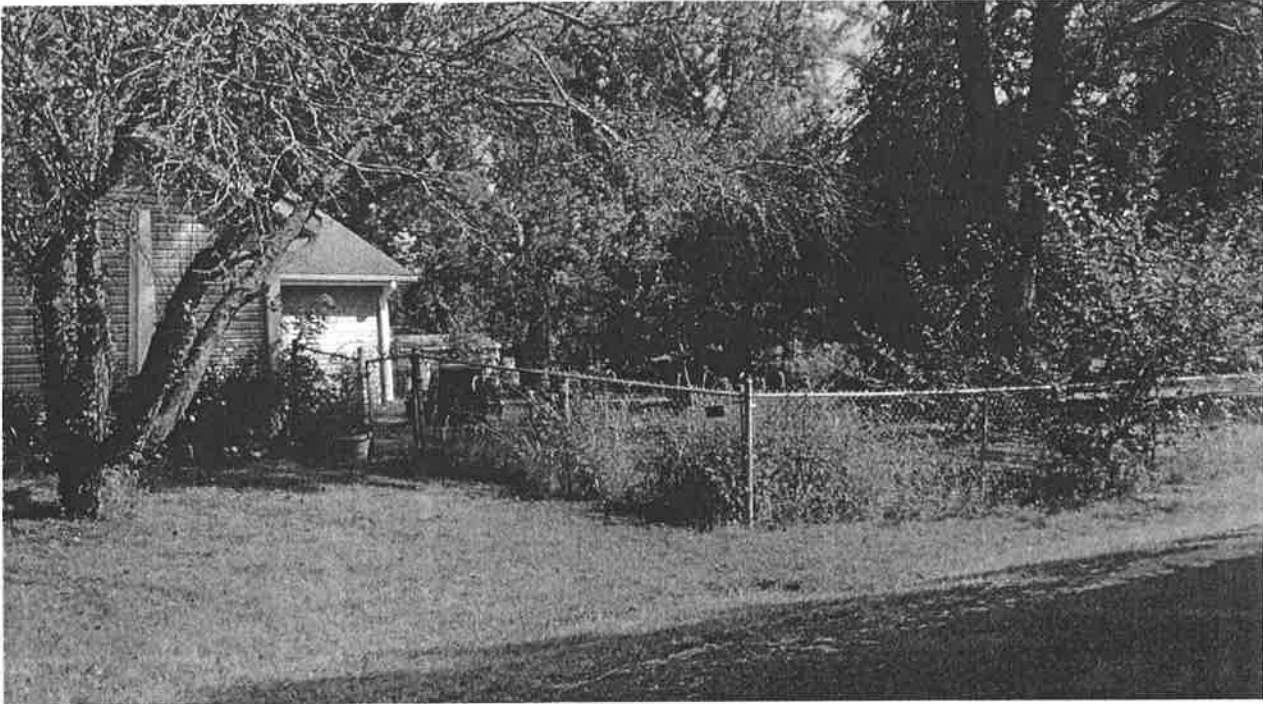
Health Department nuisance notice – timeline

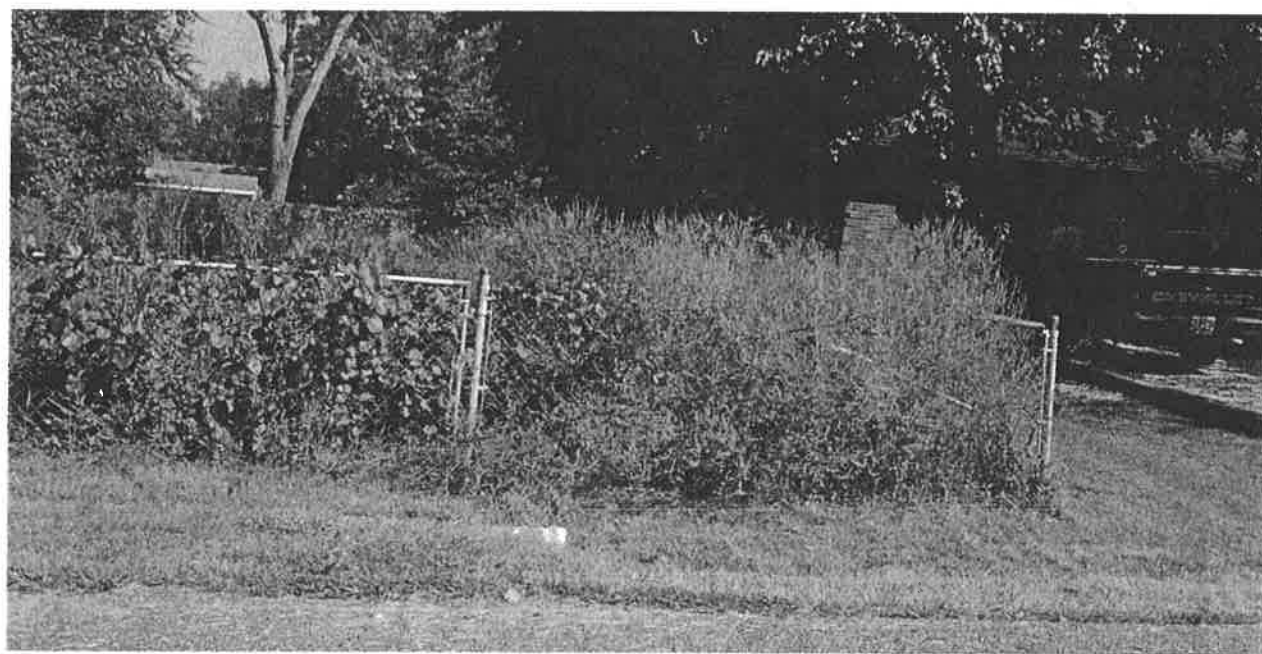
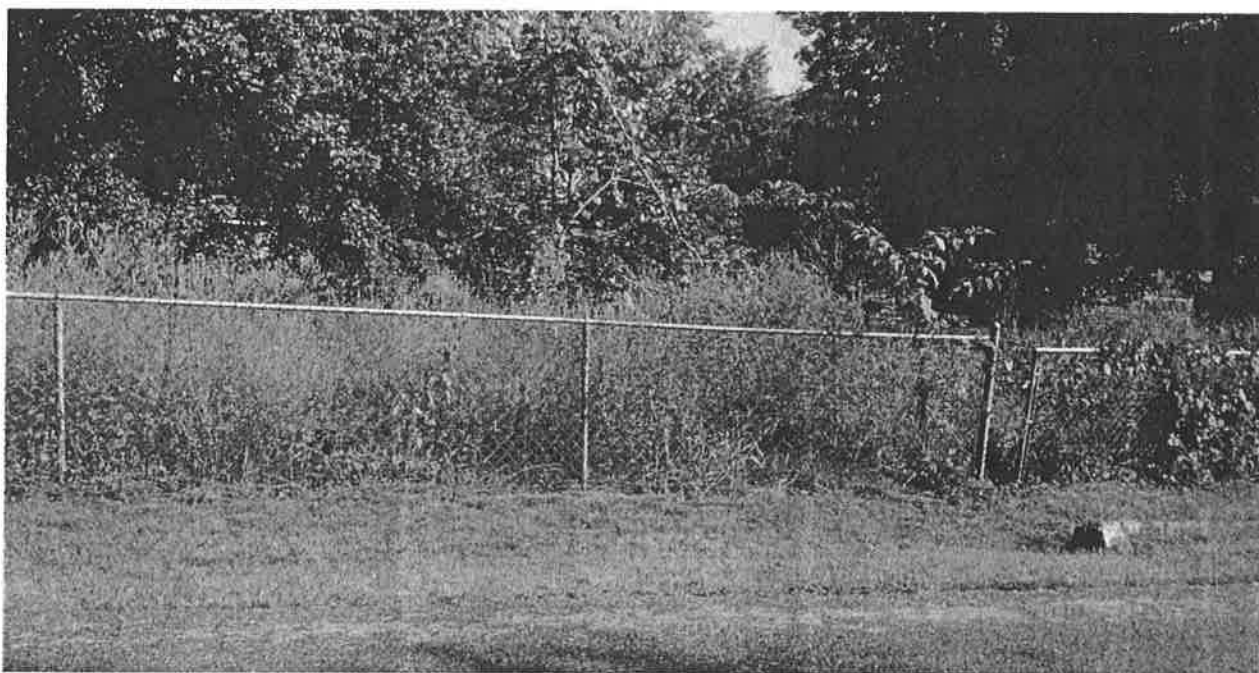
- 7/30/19: Citizen complaint received
- 7/30/19: Initial inspection conducted
- 7/31/19: Notice of violation sent tow owner, return receipt requested
- 9/6/19: Notice of violation posed in local newspaper
- 9/6/19: Re-inspection conducted – violation not abated
- 9/11/19: Hearing notice sent
- 9/19/19: Re-inspection conducted – violation not abated – photographs taken at ~ 10:30 a.m.

Photographs taken 9/19/19 @ ~ 11:00a.m.

420 N South Court

A growth of weeds in excess of twelve inches in height on the premises







HEARING NOTICE

MARCY AARON M
1132 OLD HWY 63 S
COLUMBIA, MO 65201

An inspection of the property you own located at 420 N South Court (parcel # 17-319-12-01-013.00 01) was conducted on September 6, 2019 and revealed a growth of weeds in excess of twelve inches in height on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on September, 24, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11th day of

September 2019 by DUR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



ColMo.gov



AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Hailee Hansen, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ September 6, 2019
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$63.79
Printer's Fee

Subscribed & sworn to before me this 19th day of September, 2019

By: [Signature]
Hailee Hansen
[Signature]
Notary Public

SANDRA L ROTHER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 15638071
Boone County
My Commission Expires: Sep. 9, 2023

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

MARCY AARON M
1132 OLD HWY 63 S
COLUMBIA, MO 65201

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 420 N South Court as shown by deed book 4736 page 0004

Type of Nuisance: Growth of weeds in excess of twelve inches high on premises

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: September 6, 2019

Stephanle Browning, Director, Columbia/Boone County Department of Public Health

Insertion Date: September 6, 2019



CITY OF COLUMBIA/BO

DEPARTMENT OF PUBLIC HEALTH AN ENVIRONMENTAL HEATH

1005 W. WORLEY STREET
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015



7017 2680 0000 8831 6010

Master
07/20/2015
US POSTAGE \$006.80

UNDELIVERED

MARCY AARON M
1132 OLD HWY 63 S
COLUMBIA, MO 65201

5189459259
1409910299

7017 2680 0000 8831 6010

Official use receipt form with fields for Certified Mail Fee, Extra Services & Fees, Return Receipt, and Postage. Includes a circular postmark from Columbia, MO dated JUL 30 2014.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

MARCY AARON M
1132 OLD HWY 63 S
COLUMBIA, MO 65201

An inspection of the property you own located 420 N SOUTH CT (parcel #17-319-12-01-013.00 01) was conducted on July 30, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 31st day of July 2019 by me.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

Tom Schauwecker Assessor

Parcel 17-319-12-01-013.00 01 Property Location 420 N SOUTH CT

City	Road	COMMON ROAD DISTRICT (CO)	School	COLUMBIA (C1)
Library COL BC LIBRARY (L4)	Fire	BOONE COUNTY (F1)		
Owner	MARCY AARON M	Subdivision Plat Book/Page	0012 0071	
Address	1132 OLD HWY 63 S	Section/Township/Range	12 48 12	
Care Of		Legal Description	RESUB OF REPLAT OF SUNRISE ES	
City, State, Zip	COLUMBIA, MO 65201		LOT 27	
		Lot Size	100.00 × 200.00	
		Irregular Shape		
		Deeded Acreage	.00	
		Calculated Acreage	.00	
		Deed Book/Page	4736 0004	4177 0011 2714 0088 2714 0087

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total	Type	Total
RESIDENTIAL	109,730	RESIDENTIAL	20,848
Totals	109,730	Totals	20,848

RESIDENCE DESCRIPTION

Year Built 1979

Use SINGLE FAMILY (101)

Basement CRAWL SPACE (2) Attic NONE (1)

Bedrooms 3 Main Area 1,380

Full Bath 1 Finished Basement Area 0

Half Bath 1

Total Rooms 5 Total Square Feet 1,380

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 04/13/2017 at 03:39:32 PM

Instrument #: 2017007010 Book: 4736 Page: 4

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2



GENERAL WARRANTY DEED

THIS INDENTURE, made on the 12th day of April, 2017, by and between

Grantor: **Gabriel C. Pettit and Mindy Walker, husband and wife**

County of **Boone** and State of **Missouri**, party of the first part, and

Grantee: **Aaron M. Marcy**

County of **Boone**, and State of **Missouri**, party of the second part

Mailing address of said first named grantee is 1132 S. Old Highway 63, Columbia MO 65201

Witnesseth, that the said party of the first part in consideration of the sum of One Hundred Dollars and Other Good and Valuable Consideration to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, his/her heirs and assigns, the following described lots, tracts or parcels of land, lying being and situate in the County of Boone, and State of Missouri, to wit:

Lot Twenty-seven (27) of the Resubdivision of the Replat of Sunrise Estates Subdivision Amended as shown by the plat recorded in Plat Book 12, Page 71, Records of Boone County, Missouri. 17-319-12-01-013.00

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, the said party of the first part herein hereby covenanting that he/she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he/she has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom he/she claim, and that he/she will warrant and defend the title to the said premises unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hands the day and year first above written.

Gabriel C. Pettit

Mindy Walker

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 24th day of September 2019

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 to hire above the Flexible Hiring Maximum for position 575, Mail Clerk, and does hereby authorize an appropriation equivalent to \$14.03 an hour for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum Form.

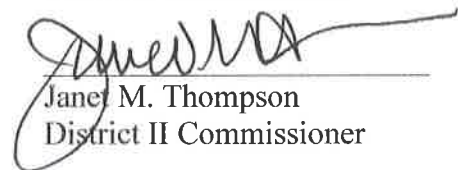
Done this 24th day of September 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee Kelly Lankton Department Mail Services

Position Title Mail Clerk Position No. 575

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
OR Hourly: 14.03 % of Mid-Point 90

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

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

I would request that we match Ms Lankton's current hourly rate. She is looking for work that allows her the activity level of the Mail Clerk position and is actively seeking this type of employment. I hope to avoid her continue job seeking with offering a similar salary and minimize turnover in this position. I believe Ms Lakton is a good candidate and she is willing to meet the requirement of the position and is seeking stable long term employment.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

I do not believe this will effect current position in my office.

Additional comments:

Administrative Authority's Signature: Aron Gish Digitally signed by Aron Gish
Date: 2019.09.19 08:06:22 -0500 Date: 09/19/2019

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

Auditor's Signature: Caryn Ginter Digitally signed by Caryn Ginter
Date: 2019.09.20 09:42:16 -0500 Date: 9/20/19

Human Resource Director's Recommendations:

Approve. Candidate is currently making this rate in other position. Room remains ~~is~~ in range for sufficient growth over career arch.

Human Resource Director's Signature: Reale Date: 9/20/19

County Commission Approve Deny

Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 9.24.19

District I Commissioner's Signature: [Signature] Date: 9.24.19

District II Commissioner's Signature: [Signature] Date: 9/24/19

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of

September

2019

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 for an extended training period for new employees for position 777, Systems Administrator, from October 7, 2019 through July 31, 2020. This request was made pursuant to Commission Order 147-2005, which requires Commission approval for any training period in excess of 80 hours.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

412-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

24th

day of

September

2019

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 to re-classify position 896 from System Support Analyst (range 43) to Systems Administrator (range 51).

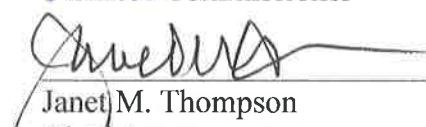
Done this 24th day of September 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Estimated Costs to Re-classify Position 896 from System Support Analyst (range43) to Systems Administrator (range 51)

Prepared by: C. Ginter, Auditor's Office 9/11/2019

October 7, 2019 - December 31, 2019

System Support Analyst, range 43 @ Flexible Hiring Rate of \$24.55/hr				
Account	Budget Hours	Rate	Total Cost	Budget
10100 Salary & Wages	720	24.45	17,604.00	17,604
10200 FICA		0.0765	1,346.71	1,347
10300 Health Ins	3 months	6084	1,521.00	1,521
10325 Disability Ins		0.0036	63.37	64
10350 Life Ins	3 months		36.00	36
10375 Dental Ins	3 months	420	105.00	105
10400 Workers Comp		0.0021	36.97	37
	9 pay periods		225.00	225
10500 401A Match			352.08	353
10510 CERF 2% Match				
Total			21,290.13	\$ 21,292

October 7, 2019 - December 31, 2019

Systems Administrator, range 51 @ Current Hourly Rate of \$39.73/hr				
Account	Budget Hours	Rate	Total Cost	Budget
10100 Salary & Wages	720	39.73	28,605.60	28,606
10200 FICA		0.0765	2,188.33	2,189
10300 Health Ins	3 months	6084	1,521.00	1,521
10325 Disability Ins		0.0036	102.98	103
10350 Life Ins	3 months		18.00	18
10375 Dental Ins	3 months	420	105.00	105
10400 Workers Comp		0.0021	60.07	61
	9 pay periods		225.00	225
10500 401A Match			572.11	573
10510 CERF 2% Match				
Total			33,398.09	\$ 33,401

Cost impact of range change for 2019 \$ 12,109

2020

System Support Analyst, range 43 @ Flexible Hiring Rate of \$24.55/hr				
Account	Budget Hours	Rate	Total Cost	Budget
10100 Salary & Wages	2080	24.45	50,856.00	50,856
10200 FICA		0.0765	3,890.48	3,891
10300 Health Ins	12 months	6084	6,084.00	6,084
10325 Disability Ins		0.0036	183.08	184
10350 Life Ins	3 months		72.00	72
10375 Dental Ins	3 months	420	420.00	420
10400 Workers Comp		0.0027	137.31	138
	26 pay periods		650.00	650
10500 401A Match			1,017.12	1,018
10510 CERF 2% Match				
Total			63,310.00	\$ 63,313

2020

Systems Administrator, range 51 @ Current Hourly Rate of \$39.73/hr				
Account	Budget Hours	Rate	Total Cost	Budget
10100 Salary & Wages	2080	39.73	82,638.40	82,639
10200 FICA		0.0765	6,321.84	6,322
10300 Health Ins	12 months	6084	6,084.00	6,084
10325 Disability Ins		0.0036	297.50	298
10350 Life Ins	3 months		72.00	72
10375 Dental Ins	3 months	420	420.00	420
10400 Workers Comp		0.0027	223.12	224
	26 pay periods		650.00	650
10500 401A Match			1,652.77	1,653
10510 CERF 2% Match				
Total			98,359.63	\$ 98,362

Annual cost impact of range change \$ 35,049

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby award bid 45-22AUG19 – Records Shredding and Disposal Services to Shred-It USA LLC of Hazelwood, Missouri.

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

Done this 24th day of September 2019.

ATTEST:

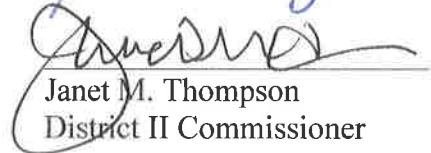

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 18, 2019
RE: RFP Award Recommendation: *45-22AUG19 - Records Shredding and Disposal Services*

Request for Bid *45-22AUG19 - Records Shredding and Disposal Services* closed on August 22, 2019. Three bids were received.

The offices of Boone County Clerk, Sheriff, Prosecuting Attorney, Court Administration and Circuit Clerk recommend award to Shred-It USA LLC of Hazelwood, Missouri for offering the lowest and best bid.

This is a county-wide term and supply contract. The Boone County Clerk is the contract administrator. The initial contract term is November 1, 2019 through October 31, 2020. There are four (4), one-year contract renewal periods.

cc: Bid File

45-22AUG19 - RECORDS SHREDDING AND DISPOSAL SERVICES BID TABULATION

Item #	Weight Category	Shred-It				The Shred Truck					Iron Mountain					
		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period
(A) Paper Products - Mobile Shredding On-Site																
4.7	0-500 lbs						No Bid	No Bid	No Bid	No Bid	No Bid	0.11	0.11	0.11	0.11	0.11
	Over 500 lbs						No Bid	No Bid	No Bid	No Bid	No Bid	0.11	0.11	0.11	0.11	0.11
	32 gallon bin first bin	\$6.00/ minimum stop is \$30 includes 1 or 2 bins					\$40.00	4% increase	4% increase	4% increase	4% increase	\$5.50				
	64 gallon bin	\$8.00/ minimum stop is \$30 includes 1 or 2 bins					\$40.00	4% increase	4% increase	4% increase	4% increase	\$11.00				
	96 gallon bin	\$12.00/ minimum stop is \$30 includes 1 or 2 bins					\$40.00	4% increase	4% increase	4% increase	4% increase	\$15.00				
(B) Paper Products - Off-Site Shredding																
4.7	0-500 lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.11	0.11	0.11	0.11	0.11
	Over 500 lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.11	0.11	0.11	0.11	0.11
	Price per 32-Gal Consoles	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.50				
	Price per 64-Gal Bins	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$11.00				
	Price per 96-Gal Bins	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$15.00				

(C) Electronic Removable Media and Hard Drives - Mobile Shredding On-Site	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period
Price Per Lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	n/a	n/a	n/a	n/a	n/a
Price Per Hard Drive or Media Source	\$10.00					\$10.00 at time of scheduled services					\$6.00				

Item #	Weight Category	Shred-It					The Shred Truck					Iron Mountain					
		No. \$100 minimum					No					Yes. \$60.00 (10 minimum)					
(D) Electronic Removable Media and Hard Drives - Mobile Shredding Off-Site		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	
	Price Per Lb.	1.08	1.08	1.08	1.08	1.08	No Bid	No Bid	No Bid	No Bid	No Bid	0.75	0.99	1.25	1.25	1.49	
	Price Per Hard Drive or Media Source	\$10.00					No Bid	No Bid	No Bid	No Bid	No Bid	\$6.00					
	Base Price Available?	No Bid					No Bid	No Bid	No Bid	No Bid	No Bid	Yes. \$60.00					
(E) Recycling of Mixed Media (Paper Products)		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	4 th Renewal Period	
	Price per month	This entire section is charged by bin listed on page 2					No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	n/a	n/a	n/a	n/a	n/a
4.8	How is cardboard handled?	Do not handle cardboard					Do not handle cardboard					Do not handle cardboard					
4.9	Address of Disposal Location	Hazelwood, MO					Republic Services					2730 W. Main St., Jefferson City, MO					
4.10	Background Checks? Name of Agency.	Yes, yearly					Inquire Here. 7 year background check per NAID standards					Yes. General Information Solutions					
4.11	Bonded & Insured. Describe.	Yes					Yes, we carry Downstream Data Liability Insurance					Yes, Covered under a Commercial Crime policy					
4.12	COOP?	No					No (maybe based on list and service type)					Yes					

Alternate bid submitted by The Shred Truck

Schedules:

Circuit Clerk: 10, 96-gallon bins, 1, 64 gallon bin: Service every 4 weeks, \$40 first bin, each additional bin \$10

Sheriff: 3, 96-gallon bins: Service every 2 weeks, \$40 1st bin, each additional bin \$10

Joint Communications: 1, 96 gallon bin: Call-in service, to be serviced on next County service date, \$40/bin

Collector: 2, 96 gallon bins: call-in service, to be serviced on next County service date, \$40/bin

Clerk: 3, 96 gallon bins: call-in service to be serviced on next County service date, \$40/bin

PA: 2, 96 gallon bins, serviced every 2 weeks: \$40 1st bin, each additional bin \$10

No Bids
OnSite Mobile
Document Destruction
of Missouri LLC

The Shred Truck

Government Center: 6, 96 gallon bins: service every 4 weeks: \$40 first bin, each additional bin \$10

Children's Services: 1, 64 gallon bin. Call-in service, to

Annual Purges

Assessor: 4, 96 gallon bins, \$40/bin

Legal: 1, 96 gallon bin, \$40/bin

PA: to purge 50 bins worth of material, will bring bins, \$40 first bin, each additional bin \$10

Clerk: 3, 96 gallon bins, \$40/bin

Sheriff: 150 boxes, roughly 15 bins, \$40/bin

Collector: 3, 96 gallon bins, \$40/bin

Hard Drive: \$10/hard drive

DVDs/CDs: \$0.50/each

Diskettes: \$0.50/each

Videotapes: \$3.75/each

Magnetic media (LTO, reel to reel, IBM tapes): #3.75/e

Discount available for quantities over 100 on video tapes

45-22AUG19 - RECORDS SHREDDING AND DISPOSAL SERVICES BID TABULATION

ONSITE SHREDDING COMPARISON BY BIN

Item #	Shred It / Stericycle				The Shred Truck				Iron Mountain			
	Qty	# times per year	Price	Total	Qty	# times per year	Price	Total	Qty	# times per year	Price	Total
Courthouse: 95 gallon (Scheduled)	10	17	\$12.00	\$2,040.00	10	17	1st bin: \$40; additional bin \$10	\$2,210.00	10	17	\$15.00	\$2,550.00
Courthouse: 64 gallon (Scheduled)	1	17	\$8.00	\$136.00	1	17	\$40.00	\$680.00	1	17	\$11.00	\$187.00
Sheriff 95 gallon (Scheduled)	3	26	\$12.00	\$936.00	3	26	1st bin: \$40; additional bin \$10	\$1,560.00	3	26	\$15.00	\$1,170.00
Joint Communications: 95 gallon (Scheduled)	1	12	\$12.00	\$144.00	1	12	\$40.00	\$480.00	1	12	\$15.00	\$180.00
Collector: 95 gallon (Scheduled)	2	3	\$12.00	\$72.00	2	3	\$40.00	\$240.00	2	3	\$15.00	\$90.00
Clerk 95 gallon (Scheduled)	2	3	\$12.00	\$72.00	2	3	\$40.00	\$240.00	2	3	\$15.00	\$90.00
Children's Services 64 gallon (scheduled)	1	3	\$8.00	\$24.00	1	3	\$40.00	\$120.00	1	3	\$11.00	\$33.00
Assessor 95 gallon (annual)	4	1	\$12.00	\$48.00	4	1	\$40.00	\$160.00	4	1	\$15.00	\$60.00
Legal: 95 gallon (annual)	1	1	\$12.00	\$12.00	1	1	\$40.00	\$40.00	1	1	\$15.00	\$15.00
PA: 95 gallon (annual)	50	1	\$12.00	\$600.00	50	1	1st bin: \$40; additional bin \$10	\$530.00	50	1	\$15.00	\$750.00
Clerk: 95 gallon (annual)	3	1	\$12.00	\$36.00	3	1	\$40.00	\$120.00	3	1	\$15.00	\$45.00
Sheriff 95 gallon (annual)	5	1	\$12.00	\$60.00	5	1	\$40.00	\$200.00	5	1	\$15.00	\$75.00
Collector: 95 gallon (annual)	3	1	\$12.00	\$36.00	3	1	\$40.00	\$120.00	3	1	\$15.00	\$45.00
Gov Center 95 gallon (annual)	6	12	\$12.00	\$864.00	6	12	1st bin: \$40; additional bin \$10	\$1,080.00	6	12	\$15.00	\$1,080.00
				\$5,080.00				\$7,780.00				\$6,370.00
Shred-It minimum stop is \$30 - ADD TO LEGAL				\$18.00								
GRAND TOTAL				\$5,098.00				\$7,780.00				\$6,370.00
Shred Truck: \$40 1st bin, \$10 additional bins on Courthouse/Circuit Clerk, Sheriff, PA, Gov Center												

**PURCHASE AGREEMENT
FOR
RECORDS SHREDDING AND DISPOSAL SERVICES**

THIS AGREEMENT dated the 24th day of September 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Stericycle, Inc., d/b/a Shred-It USA, LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Records Shredding and Disposal Services**; County of Boone Request for Bid **45-22AUG19**, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendums #1 & #2, and the Contractor's bid response on addendum #1 dated August 16, 2019, executed by Jamie Lang, registered agent for Stericycle, Inc., as 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 contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, County's RFB Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Records Shredding and Disposal Services as needed, per RFB 45-22AUG19 specifications, and in conformity with the contract documents for the prices identified and responded to in the Contractor's bid response. Services shall be provided as required, and as needed and ordered by the County.

Paper Products - Mobile Shredding On-Site:

The Contractor shall bring a mobile shredder and perform the shredding onsite for the following price on a weekly, bi-weekly, monthly or bimonthly schedule:

Minimum stop is \$30.00.

32-gallon consoles: \$6.00 / console

64-gallon bins: \$8.00 / bin

96-gallon bins: \$12.00 / bin

Electronic Removable Media and Hard Drives - Mobile Shredding On-Site:

The Contractor shall bring a mobile shredder on-site to shred electronic media for the following price:

Minimum Base Price is \$100.00.

Per hard drive: \$10.00

Electronic Removable Media and Hard Drives - Off-Site Shredding:

The Contractor collects the electronic media from departments, transports to facility and shreds off-site for the following price:

Price per LB: \$1.08

Per hard drive or media source: \$10.00

Recycling of Mixed Media (Paper Products): The Contractor hauls away office paper products for recycling, collected by County department and emptied into vendor supplied recycling bins, as needed for a monthly lump sum cost:

Minimum stop is \$30.00.

32-gallon consoles: \$6.00 / console

64-gallon bins: \$8.00 / bin

96-gallon bins: \$12.00 / bin

3. **Contract Duration** – This agreement shall commence on November 1, 2019 and extend through October 31, 2020, with (4) four, one-year renewal options. Pricing stated above shall remain firm through the end of the 4th renewal period and thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** – Decentralized accounts will be set-up at beginning of initial contract. All billing shall be invoiced to the department that ordered the services, and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response, quote, 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 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. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement, after giving Vendor 10 days to cure, if, in the opinion of the Boone County Commission, 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.

STERICYCLE, INC.
d/b/a SHRED-IT USA, LLC

by DocuSigned by:
Jamie Lang
8CBC58924A0A4C8...

title Sales Rep

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
Daniel K. Stahl
BA4B934CED6E4EB...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charles J. D'Amico
by: [Signature]
56E0A0DD80AC445...

County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
7D82DA986BF6495...

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.)

DocuSigned by:
Gene E. Pitzel by HA
Term + Supply - No encumbrance
required
EB91DB24AAAC49D...

Signature

9/17/2019

Date

County-Wide Term & Supply

Appropriation Account

4. Revised Response Form

- 4.1. Company Name: Shred - IT
- 4.2. Address: 629 Lambert Point Dr City/Zip: Hazelwood mo 63042
- 4.3. Phone Number: 913-265-2763 Fax Number: _____
- 4.4. E-mail: Janic.Lang@Stericycle.com
- 4.5. Federal Tax ID: 46-5506074
- Corporation _____
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.6. **PRICING- RECORDS SHREDDING, DISPOSAL AND RECYCLING SERVICES:** The bidder should provide a firm, fixed price per pound of shredded records in each weight category for the original contract period and maximum 'not to exceed' prices for each potential renewal period, in accordance with the provisions and requirements of this RFB. The bidder may price per bin is per pound is an available. Items for shredding and disposal shall include, but not be limited to, those items in Attachment 1. All costs associated with providing the required services shall be included in the stated prices. Certificates of Disposal are required for on-site and off-site record disposal.

NOTICE TO BIDDERS: County reserves the right to award to one or multiple service providers if deemed to be in the best interest of the County. If bidder elects to bid only for "All or None", it must be clearly stated in your Bid Response. Refer to Response Presentation and Review, 3.5.1.

4.7. **Shredding:** The bidder shall shred all records to a maximum size of no greater than particles one square inch. Will bidder have capability of shredding records to a maximum size of 5/16"? County may request this shredded size if situation warrants and bidder is capable: Yes _____ No

(A)

Paper Products - Mobile Shredding On-Site: The Contractor shall bring a mobile shredder and perform the shredding on site. Complete pricing for this service below. -

Weight Category 4 th Renewal	Original	On a weekly, Bi-weekly, monthly, or Bi-monthly Schedule			
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
0 - 500 lbs \$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb
Over 500 lbs \$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb
32-gallon consoles: \$ <u>6.00</u> /console					
64-gallon bins: \$ <u>8.00</u> /bin					
96-gallon bins: \$ <u>12.00</u> /bin					

Minimum
stop is
\$30.00
includes
1 or 2 Bins

(B)

Paper Products - Off-Site Shredding: The Contractor shall haul away the locked and unlocked containers and shred off-site. Complete pricing for this service below.

Weight Category	Original Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
0 - 500 lbs \$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb
Over 500 lbs \$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb	\$ _____/lb
32-gallon consoles:	\$ _____/console				
64-gallon bins:	\$ _____/bin				
96-gallon bins:	\$ _____/bin				

(C)

Electronic Removable Media and Hard Drives - Mobile Shredding On-Site: Contractor brings mobile shredder on-site to shred electronic media.

	Original Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per LB:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per hard drive	: \$ <u>10.00</u>				

Is there a base price for this service? No Yes; Base Price: \$ 100.00 min.

(D)

Electronic Removable Media and Hard Drives- Off-Site Shredding: Contractor collects the electronic media from departments, transports to facility and shreds off-site.

	Original Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per LB:	\$ <u>1.08</u>	\$ <u>1.08</u>	\$ <u>1.08</u>	\$ <u>1.08</u>	\$ <u>1.08</u>
Per hard drive or media source:	\$ <u>10.00</u>				

Is there a base price for this service? No Yes; Base Price: \$ _____

(E)

Recycling of Mixed Media (Paper Products): Contractor hauls away office paper products for recycling, collected by County department and emptied into vendor supplied recycling bins as needed. Provide a monthly lump sum cost ← this all is charged by Bin listed on Page 2

Original Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
\$ _____/month	\$ _____/month	\$ _____/month	\$ _____/month	_____/month

Describe how cardboard is handled. Is it to be broken down and set beside the recycled containers?

4.8. We Do not take cardboard

4.9. List the address of the **disposal location** where shredded documents will be disposed:

629 Lambert Paints Dr. Hazelwood mo 63042

4.10. Will you be performing the **criminal background checks** on employees who will be performing shredding and disposal services for Boone County? If yes, what agency will perform the criminal background check?

Yes this is performed yearly - Background Check details Attached

4.11. Are those employees who will be performing shredding and disposal services for Boone County **bonded and insured**? Please describe:


Yes - COI Attached

4.12. Will you honor the services described in this bid at the prices quoted for **cooperative purchase** by other entities who participate in cooperative purchasing with Boone County?

YES NO

(A negative response to this question will not affect evaluation of your bid for services to Boone County)

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

Authorized Representative (Sign by Hand): 

Type or Print Signed Name: Janie Lang

Date of Signature: 8/16/19



BOONE COUNTY, MISSOURI

Request for Proposal #: 45-22AUG19 - Records Shredding and Disposal Services

ADDENDUM #1 - Issued August 5, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's response.

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

I. The County has received the following question and is providing a response below.

1. Who is your current provider?

Response: Iron Mountain

2. If we only provide on-site shredding, may we still bid?

Response: Yes

3. Can we bid if we only provide pricing per bin and not by pound?

Response: Yes. Please use the attached *Revised Response Form*.

By:

**Melinda Bobbitt, CPPO, CPPB
Director of Purchasing**


Offeror has examined **Addendum #1** to Request for Bid # **45-22AUG19 - Records Shredding and Disposal Services**, receipt of which is hereby acknowledged:

Company Name: Shred - IT

Address: 629 Lambert point Dr. Hazelwood MO 63042

Phone Number: 913-265-2763 Fax Number: —

E-mail: Jamie.Lang@Stiricycle.com

Authorized Representative Signature:  Date: 8/16/19

Authorized Representative Printed Name: Jamie Lang



BOONE COUNTY, MISSOURI

Request for Proposal #: 45-22AUG19 - Records Shredding and Disposal Services

ADDENDUM #2 - Issued August 21, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's response.

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

- I. Change the Bid Due Date and Time to Monday, August 26, 2019, 2:00 p.m.**
- II. The County has received the following question and is providing a response below.**

1. The Court House is on a 3-week cycle and the Sheriff's department is on two-week cycle. Could the Court House be on a 4-week cycle if it will save you money?

Response: The Sheriff's Department would like to be on a 3-week cycle (they are on a 4 week cycle now). The Court House is not on a consistent cycle right now, but they are open to a 3- or 4-week cycle if it's consistent AND they can still do a call-in when the need for a purge arises.

2. For the call-in services, can they be done on the next scheduled service of when we are servicing you? Meaning if a call in was on Wednesday of this week and we are scheduled to be there the following Wednesday, can the call-in service be done on that day? This would result in savings.

Response: We would be open to that type of scheduling. The Emergency Communication Center is in the same area as the Sheriff's department and is open to having the same pick up schedule as the Sheriff's Department. The Court House would still like the option to do an as-needed call-in when a purge is happening.

3. We generally do not handle cardboard. Is that an option or is it a must handle the empty cardboard?

Response: The Sheriff's Department prefers that the vendor handles cardboard, as well. It is not necessary for other offices. Even if you do not handle cardboard, please submit a proposal response that we can evaluate.

4. The bid states that the Sheriff's office has a purge of 5 bins. but 150 boxes. Typically, 150 boxes would be about 15 bins of material. Were those two separate requests?

Response: Between the jail and admin purge there will be at least 15 bins. In the past the Sheriff had fewer bins and then will refill the bins, shred and refill again until finished. Additional bins would be much easier and quicker for all involved.

- 5. The bid states the Prosecuting Attorney's office needed 50, 96-gallon bins. Is this for a one-time purge? Are they needing 50 bins or do they have 50 bins of material?

Response: The Prosecuting Attorney's Office has two shredding bins on-site that are emptied and replaced about once a week. The office may use 50 bins in a year for special projects but they want to call for them as needed so they don't have to stay on-site. They will have some lightweight "cardboard" in the prosecutor files (legal size manila file folders.) They will also have some deposition covers that are thicker than paper. They definitely want to be able to put them in the shredding bins.

- 6. The bid requests that shredding be done at a 5/16". As per NAID (National Association for Information Destruction) Standards, our mobile truck shred at 2"x 5/8" pierce and tear. This is the industry standards for Onsite Mobile Document Shredding Trucks. We can further reduce that shred if necessary, to the size of a corn flake. As I stated, the industry standard by NAID is what our trucks will do, the destroyed paper is further reduced to liquid pulp at the recycling facility. Please let me know what you would like me to do in regard to this on your bidding.

Response: CJIS Security Policy requires destruction by shredding or incineration. It does not specify a size for shredding, but Strip-cut shredders, also known as straight-cut or spaghetti-cut shredders that cut paper into long thin strips, are not considered secure. Cross-cut shredders are considered secure. Can you confirm that "pierce and tear" isn't another way of saying strip-cut? Also, we are required to watch the destruction of CJIS information. The Sheriff's department wants to see an example of each size (they are anticipating wanting corn flake size).

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #2** to Request for Bid # **45-22AUG19 - Records Shredding and Disposal Services**, receipt of which is hereby acknowledged:

Company Name: Shred-IT

Address: 10000 Lackman Rd Lenexa KS 66219

Phone Number: 913-265-2763 Fax Number: _____

E-mail: Jamie.Lang@stericycle.com

Authorized Representative Signature: [Signature] Date: 8/21/19

Authorized Representative Printed Name: Jamie Lang

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Shred - IT
2. Business Address: 629 Lambert Pointe Dr. Hazelwood MO 63042
3. When Organized: 1989
4. When Incorporated: 1989 5. List federal tax identification number: 46-5566074
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: 25
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: 100 %
9. Have you ever failed to complete any work awarded to your company? If so, where and why? NO
10. Have you ever defaulted on a contract? NO If so, give details: _____
11. List of contracts completed within the last four years, including value of each: See Exhibit A next page
12. List of projects currently in progress: _____

* Attach additional sheets as necessary *



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *Cross First Bank*
Address:

Contact Name: *Kelley Adams*
Telephone Number: *913-647-8174*

Date of Contract:
Length of Contract: *Cannot list due to compliance policies*

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: *Commerce Bank*
Address:

Contact Name: *Paul Carpenter*
Telephone Number: *816-760-7856*

Date of Contract:
Length of Contract: *Cannot list due to compliance policies*

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: *Midwest Health*
Address:

Contact Name: *Whitney Cartmill*
Telephone Number: *785-228-7943*

Date of Contract:
Length of Contract: *Cannot list due to compliance policies*

Description of Prior Services (include dates):

Company ID Number: 94954

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Stericycle, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 94954

USCIS Verification Division

Name (Please type or print) _____

Title _____

Electronically Signed

01/28/2008

Signature _____

Date _____

Company ID Number: 94954

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Stericycle, Inc

Reiko D Kilker

Name (Please type or print)

Title

Electronically Signed

01/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 94954

• NEW YORK	10	site(s)
• NEW JERSEY	2	site(s)
• DIST OF COL	1	site(s)
• NEW MEXICO	2	site(s)
• SOUTH CAROLINA	2	site(s)
• KANSAS	4	site(s)
• IOWA	2	site(s)
• MASSACHUSETTS	1	site(s)
• WEST VIRGINIA	1	site(s)
• PUERTO RICO	2	site(s)
• CALIFORNIA	16	site(s)
• MISSISSIPPI	2	site(s)
• CONNECTICUT	1	site(s)
• VIRGINIA	3	site(s)
• COLORADO	2	site(s)
• MICHIGAN	5	site(s)
• MISSOURI	3	site(s)
• ALABAMA	5	site(s)
• ARIZONA	2	site(s)
• TEXAS	13	site(s)
• TENNESSEE	4	site(s)
• ILLINOIS	6	site(s)

Company ID Number: 94954

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

Name:	Judith Huebner	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6778		
E-mail Address:	JHuebner@stericycle.com		
Name:	Cheryl L Dill	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6781		
E-mail Address:	CDill@stericycle.com		
Name:	Reiko D Kilker	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6833		
E-mail Address:	RKilker@stericycle.com		
Name:	Hollis Giebelhausen	Fax Number:	(847) 948 - 8074
Telephone Number:	(847) 943 - 6772		
E-mail Address:	HGiebelhausen@stericycle.com		

(Please complete and return with Contract)

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

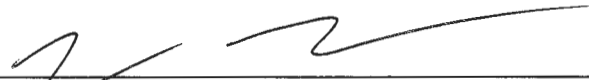
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jamie Lang Sales Representative

Name and Title of Authorized Representative



Signature

8/16/19

Date



8/16/19

Dear Client,

With respect to the Stericycle hiring practices including: pre-employment screening, and post-hire screening; Stericycle certifies the following to our Customers:

- Stericycle requires criminal background checks for all job candidates applying for any position with Stericycle. This includes an investigation for and review of criminal convictions for seven (7) years prior to the date requested: Federal District Courts, Statewide*(where available), and County. Candidates that have access to Customer Confidential Material (CCM) will have a ten (10) year investigation for and review of criminal convictions.
- The background check is completed in the state and county in which the job candidate has lived and worked, as verified by the Social Security Number (SSN) trace.
- Social Security Number trace and validation.
- Completed employment verifications for the previous 7 years of employment history.*
- Completion of a National Sex Offender Registry search.
- Completion and validation of the I-9 verification process, including e-Verification.
- Completion of a Credit Check.*
- Completion of a Prohibited Parties Check.
- Completion of a Healthcare Sanctions Check – FACIS Level 3 (Federal and all States).
- Completion of a Widescreen Plus, National Criminal Search.
- Completion of a Motor Vehicle Check for all driver positions.
- The successful completion of a pre-employment 10 panel non-DOT drug screen or 5 panel Federal DOT drug screen.

For Team Members with Access to Customer Confidential Material (CCM): Stericycle annually completes a full background check and random drug screen (where applicable by law) on all access team members. Stericycle adheres to the standards established by the National Association for Information Destruction (NAID) with regards to background review and standards.

Subject to applicable law, we will not hire a candidate found to be convicted of a misdemeanor or felony that directly relates to the job for which the candidate is applying. Our process for refusing hire is in accordance with established regulations provided by the EEOC and is compliant with requirements established under the FCRA.

While we do not sign individual customer certifications, we believe that this statement provides you with sufficient detail regarding our background process to meet your needs. Please feel free to contact me should you have additional questions.

Sincerely,

Jamie Lang
Sales Representative
Stericycle, Inc.

*Background screen only applies to team members with access to CCM.



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

Request for Bid (RFB)

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

(573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **45-22AUG19**
Commodity Title: **Records Shredding and Disposal Services -Term & Supply**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, August 22, 2019**
Time: **2:00 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St, Room 110
Columbia, MO 65201
Directions: The Annex Building is located on the Northwest corner of 7th Street and Ash Street. Enter the building from the south side. Wheel chair accessible entrance is available on the south side of the building.

Bid Opening

Day / Date: **Thursday, August 22, 2019**
Time: **2:00 PM**
Location / Address: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Attachment 1 to Response Form
Statement of Bidders Qualification
Standard Terms and Conditions
No Bid Response Form
E-Verify
Work Authorization Certification
Certification Regarding Debarment

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with the County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [48] hours in advance of the bid deadline. Bids, addenda, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Addenda 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 Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new Bid Closing date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply contract resulting from this bid will have an initial term effective **November 1, 2019 through October 31, 2020** and may be renewed at the Purchasing Director’s discretion for **up to four (4) one-year renewals** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.8. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

County of BoonePurchasing Department**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", seeks bid offers from individual(s) or organization(s) to provide **Records Shredding and Disposal Services** as needed, and as specified herein. **Paper Recycling is included as an option.** Current offices utilizing the services are outlined within; this is a term and supply contract and offices may be added or dropped throughout the contract period.
- 2.1.1. All service requests will be placed on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. Additionally, the County reserves the right to request shredding, disposal and recycling services from other vendors when the County deems it necessary.
- 2.2. **CONTRACT DURATION** – This contract shall be a Term and Supply, effective from **November 1, 2019 through October 31, 2020** and shall have the option for renewal up to **a maximum of four (4) 12-month periods**, each to be exercised separately at the discretion of the County.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items quoted on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are not provided, then prices shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months *from the date of final expiration or termination* if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order volume for any services listed in the contract or otherwise available to the County.
- 2.7. **MINIMUM TECHNICAL SPECIFICATIONS FOR SHREDDING**
- 2.7.1. **Paper Products - Mobile Shredding On-Site throughout the Year**
- 2.7.1.1. **Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201**
- Courthouse will call for appointment (call-basis) about every three (3) weeks.
 - Contractor provides ten (10) 95-gallon locking rollers and one (1) 64-gallon roller
 - County personnel gathers the paper and locks it
 - Contractor backs up to Courthouse loading dock and shreds
- 2.7.1.2. **Sheriff, 2121 E. County Drive, Columbia, MO 65202**
- Contractor provides three (3) 95-gallon locking rollers
 - Contractor schedules an automatic every 2-week pickup (not by call-basis). Contractor shall call the Sheriff Department to notify when they are coming.
 - County personnel gathers the paper and locks it
 - Contractor backs up to Sheriff loading dock and shreds
 - Sheriff personnel will observe the shredding process
- 2.7.1.3. **Joint Communications, 2145 E. County Drive, Columbia, MO 65202**
- Contractor provides one (1) 95-gallon locking roller

- Joint Communications will call for appointment (call-basis).
 - County personnel gathers the paper and locks it
 - Contractor shall pull to the front of the building, enter building and greet receptionist who will call staff to escort them to obtain roller.
 - Joint Communications personnel will observe the shredding process
- 2.7.1.4. **Collector, 801 E. Walnut Street, Columbia, MO 65201**
- Contractor provides two (2) 95-gallon locking rollers that are left year-round with office; office calls when ready to shred on-site.
 - Collector staff call Contractor to make an appointment.
 - On-site 2-3 times a year.
- 2.7.1.5. **Boone County Clerk, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Contractor provides three (3) 95-gallon locking rollers
 - Clerk will call for appointment (call-basis)
 - County personnel gathers the paper and locks it
 - Contractor backs up to Clerk loading area and shreds
 - Clerk personnel will observe the shredding process

2.7.2. **ANNUAL ONCE A YEAR PURGE – SHREDDING**

- 2.7.2.1. **Assessor, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Assessor does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Four (4) 95-gallon rollers are provided by Contractor.
- 2.7.2.2. **Legal, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Legal does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - One (1) 95-gallon roller is provided by Contractor
- 2.7.2.3. **Prosecuting Attorney, Boone County Courthouse, 705 E. Walnut Street, Columbia, MO 65201**
- Prosecuting Attorney does an annual purge. They call Contractor to make an appointment.
 - Off-Site once a year
 - Up to fifty (50) 95-gallon rollers are provided by Contractor
 - Prosecuting Attorney personnel will observe the Contractor loading the files for offsite shredding
- 2.7.2.4. **Boone County Clerk, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Clerk does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Three (3) 95-gallon rollers are provided by Contractor
 - Clerk personnel will observe the shredding
- 2.7.2.5. **Sheriff, 2111 County Drive, Columbia, MO 65202**
- Sheriff does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Five (5) 95-gallon rollers are provided by Contractor. The truck backs up to the ramp and the Sheriff staff keep taking those five containers in and refilling them until they have finished shredding 150 banker boxes full of paper.
- 2.7.2.6. **Collector, 801 E. Walnut Street, Columbia, MO 65201**
- Collector does an annual purge each March/April. They call Contractor to make an appointment.
 - On-site once a year
 - Three (3) 95-gallon rollers are provided by Contractor.

- 2.7.3. **Paper Products - Off-Site Shredding**
- 2.7.3.1. **Government Center, 801 E. Walnut Street, Columbia, MO 65201**
 - o Contractor provides six (6) 95-gallon locking rollers
 - o Contractor schedules an automatic once a month pickup (not by call-basis). Contractor shall call the Government Center to notify when they are coming.
 - o County personnel gathers the paper and locks it
 - o Contractor trades out locking rollers to shred off-site
- 2.7.3.2. **Children’s Services, 605 E. Walnut, Suite A, Columbia, MO 65201**
 - o Contractor provides one (1) 64-gallon locking roller
 - o Children’s Services schedules when full, approximately 3-4 times a year
 - o County personnel fathers the paper and locks it
 - o Contractor trades out locking roller to shred off-site
- 2.7.3.2. **Option for Courthouse to shred off-site rather than on-site:**
Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201
 - o Courthouse will call for appointment (call-basis) about every three (3) weeks.
 - o Contractor provides ten (10) 95-gallon locking rollers and one (1) 64-gallon roller
 - o County personnel gathers the paper and locks it
 - o Contractor trades out locking rollers to shred off-site
- 2.7.4. **Electronic Removable Media - Mobile Shredding On-Site**
- 2.7.4.1. Electronic Removable Media shall include CDs, DVDs, diskettes, videotapes and magnetic media such as reel to reel, LTO, IBM tapes.
- 2.7.4.2. Currently no office is using on-site mobile shredding services but would like this option.
- 2.7.5. **Electronic Removable Media - Off-Site Shredding**
- 2.7.5.1. Electronic Removable Media shall include CDs, DVDs, diskettes, videotapes and magnetic media such as reel to reel, LTO, IBM tapes.
- 2.7.6. **Hard Drive - Mobile Shredding On-Site** – Contractor brings mobile shredder on-site to shred hard drives.
- 2.7.7. **Hard Drive - Mobile Shredding Off-Site** – Contractor collects the hard drives from departments, transports to facility and shreds off-site.
- 2.7.8. **General Specifications for Record Shredding**
- 2.7.8.1. The contractor shall shred and dispose of records which shall include, but not necessarily be limited to, any or all of those items listed on Attachment 1. For purposes of this document, “records” shall be used to define those items to be shredded.
- 2.7.8.2. The contractor shall collect all records from an identified location, weigh all records using a certified scale, shred completely, and provide the County with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the County department, date of service, description and weight of records shredded, service representative name, and truck number.
- 2.7.8.3. The contractor shall shred all records to a maximum size of no greater than particles one square inch. However, if requested by the County and if the contractor is capable (as specified on the Response Form), the contractor shall shred records to a maximum size of 5/16”.
- 2.7.8.4. In the event the contractor shreds the records on-site, the contractor shall clean up the immediate shredding area and ensure that all loose material particles are collected and removed each time shredding services are performed.
- 2.7.8.5. In most cases, records to be shredded will be in boxes in a locked storage area for each County facility. Contractor, accompanied by a County designee if situation warrants, shall transport the records on carts or other method from each storage area to the contractor’s truck on-site. The contractor shall load and unload all records without assistance from County personnel.

- 2.7.8.6. The contractor shall handle and transport all records in covered containers to ensure that no record is lost or mislaid enroot.
- 2.7.8.7. If requested, the contractor shall remove and/or dispose of all cardboard boxes that were used to contain the records. The contractor is encouraged to reuse or recycle all cardboard boxes.
- 2.7.8.8. Confidentiality: Due to the sensitivity of the records being shredded, the contractor shall not disclose any information obtained from the records in the event the contractor observes any such records during the course of pick up and shredding. As the need for confidentiality dictates, and as determined solely by the County, the contractor shall agree and understand that either of the following may be required:
 - 2.7.8.9. The County designee shall witness the destruction of the confidential records.
 - 2.7.8.10. The contractor shall submit a letter to the applicable County department guaranteeing that the confidentiality of all such records were maintained from the time of collection until the records were shredded and that none of the records were read or copied by the contractor or contractor’s personnel prior to such destruction.
 - 2.7.8.11. The contractor and each of the contractor’s employees assigned to work with confidential records must have a security clearance approved by the County and sign a statement of confidentiality guaranteeing non-disclosure of information in order to provide service under the contract.
 - 2.7.8.12. The contractor must recycle those shredded records that are recyclable.
 - 2.7.8.12. Cross-cut shredders must be used rather than the strip-cut shredders, also known as straight-cut or spaghetti-cut which are not considered secure.

2.7.9. **OPTION 1 – RECYCLING**

(County may or may not award Option 1. Vendor should still bid on shredding even if they do not provide recycling).

MINIMUM TECHNICAL SPECIFICATIONS FOR RECYCLING

- 2.7.9.1. **Mixed Fiber Collection (Paper Products) Recycling:**
Mixed fiber should include cardboard, office paper, newspaper and inserts, catalogs and magazines, phone books, brown paper bags, boxboard and chipboard. Contractor hauls away office paper products for recycling, collected by County departments and emptied into vendor supplied recycling rollers, as needed.
- 2.7.9.2. **Recycled Containers:** The Contractor shall provide, if County requests, 95-gallon recycling containers (locking with lids and wheels) and empty as needed. Containers will be provided at no charge.
- 2.7.9.3. Attach to bid a list of those products NOT appropriate for recycling. That list will be posted on the departments individual recycling bins as a reminder.
- 2.7.9.4. **Annex Building**
 - o Contractor provides **1 unlocking roller.**
 - o County Representative calls to schedule pickup

Government Center

- o Contractor provides **10 locking rollers**
- o Contractor has a schedule for automatic pickup every three weeks. Vendor calls County personnel from the loading dock and then trades out the rollers.

Courthouse

- o Contractor provides **3 locking rollers**
- o County Representative calls for pickup when rollers are full

Public Works

- o Contractor provides **1 unlocking roller**
- o County Representative calls for pickup when roller is full (about 1-2 times a year).

Emergency Communication Center

- o Contractor provides **1 unlocking roller.**
- o County Representative calls to schedule pickup

Children’s Services

- o Contractor provides **1 unlocking roller.**
- o County Representative calls to schedule pickup

2.7.9.5. Based on previous history, it is anticipated that Contractor will pick up 1,000 pounds of paper year (12,000 annually). There will be an average of eight (8) pickups per month with an average of 300 containers annually that are switched out by the Contractor.

2.7.9.6. County is generating 3,500 pounds of loose cardboard per year for Contractor to pickup. County does not bale cardboard.

2.8. General Specifications for all Services

- 2.8.1. The contractor shall perform all services to the sole satisfaction of the County as specified herein.
- 2.8.2. The contractor shall understand that County department representatives may, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or shredding process being conducted by the contractor. The contractor shall not restrict or in any way limit the County’s right or ability to oversee any and all services provided by the contractor.
- 2.8.3. The contractor shall perform services for each applicable County facility on an ‘as needed basis’, or if mutually agreed upon between contractor and County department(s), on a regular scheduled basis.
- 2.8.4. The contractor shall provide the services by no later than five (5) working days after a request for service is made, or by the date mutually agreed upon between the requesting County department and the contractor. Each County department will request services by telephone, fax, e-mail or other method as agreed upon between the contractor and each County department. In addition, when bins are requested for annual purge, they must be provided within five (5) working days.
- 2.8.5. The contractor shall understand and agree that the County requires flexibility in the arrangements and methods for the collection of records on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each County department and designee in seeking and obtaining the best arrangements and methods of collection.
- 2.8.6. If requested by the County, the contractor shall supply locked security containers for the collection of records in the size(s) and quantity specified by the applicable County department. The contractor shall provide all containers free of charge.
- 2.8.7. Each container supplied shall have a drop-slot and a key-locked dead bolt. The contractor shall place each container in the location requested by the County, provided that placement is in accordance with applicable fire codes.
- 2.8.8. The contractor shall clearly mark containers for their intended use.
- 2.8.9. The contractor shall not limit the number of containers at any particular County site. The County designee shall notify the contractor if it is determined that different sizes or additional containers are required. The contractor shall coordinate and work in good faith with each County department and designee in determining the number and size of containers required.
- 2.8.10. The contractor shall retain ownership of the containers and shall agree that the County will not be responsible for any liability incurred by the contractor or the contractor’s employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the contractor.
- 2.8.11. The contractor’s personnel assigned to perform services under the contract must, at all times, wear a photo ID badge and uniform which reflects the contractor’s company name.
- 2.8.12. The confidentiality statement shall be designed, implemented, and maintained by the contractor. If requested, the contractor shall replace any personnel with whom the County is not satisfied.
- 2.8.13. The contractor shall furnish all material, labor, vehicles, equipment, and supplies necessary to perform the services required herein.


- 2.8.14. Cross-cut shredders must be used rather than the strip-cut shredders, also known as straight-cut or spaghetti-cut which are not considered secure.
- 2.8.15. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.8.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.8.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.8.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.8.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

- 2.8.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.8.15.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8.15.7. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.8.16. **BILLING AND PAYMENTS FOR SHREDDING** – Invoicing- Contractor shall submit an invoice by no later than the 15th day of the following month to each participating County department for which services were provided during the previous month. Each invoice shall be itemized by date of service, number of pounds of records shredded, the applicable fixed price per pound, and the total invoice amount. The applicable fixed price per pound shall be determined based upon the total weight of the shredded records. Payments- For each trip to a County department, the Contractor shall be paid for each pound of records shredded in accordance with the applicable fixed price stated on the Response Form. Each County department shall be solely responsible for payment of only those services requested by that County department.
- 2.8.16.1. **BILLING AND PAYMENTS FOR RECYCLED PAPER PRODUCTS** – A once a month invoice for recycling shall be submitted to the County. Submit invoice to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.
- 2.8.17. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, CPPO, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390; Email- mbobbitt@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, bidder must submit his/her Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in the Bid Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. County will not be responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit to the location specified on the title page, **three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.**
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in the County Purchasing 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 the 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** - County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The sole purpose in the evaluation process is to determine from among the Responses received which one(s) are 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 County's judgment the Contractor selected appears to offer the best overall solution for current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - Submitted responses will be evaluated in relation to all aspects of this Bid. County reserves the right to award to one or multiple service providers in order to obtain an award solution that best meets the County's needs at the lowest possible cost. If bidder elects to submit an "All or None" bid, it must be clearly stated in the bidder's Bid Response. If this statement is not included, and County elects to make award of one category to bidder and bidder declines, that bidder's response will be disqualified.
- 3.5.2. **Acceptability** - County reserves the sole right to determine whether goods and/or services offered are acceptable for its use.
- 3.5.3. **Discrepancies** - In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, if bidder quotes other than 'per pound', a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification/deviation or to disqualify the bid for that line item if the unit of measure modification/deviation is not deemed appropriate or in the best interest of the County.

ATTACHMENT 1

<p>White and Color Paper and cardstock (All grades and colors), including, but not limited to these listed in the space to the right-</p>	<ul style="list-style-type: none"> • Copier paper • Computer Paper • Fax paper • Ledger paper • Card Stock • NCR forms (carbonless) • Road maps
<p>All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to these listed in the space to the right-</p>	<ul style="list-style-type: none"> • Regular 10# • Window • Kraft (brown) • White
<p>Adding Machine Tape</p>	
<p>Post-it notes</p>	
<p>File Folders (Manilla)</p>	
<p>Copier paper (Ream) Wrappers</p>	
<p>Confidential materials</p>	<p>Boxed and marked as confidential</p>
<p>Newsprint Paper/Publications and Books or Bound materials, regardless of quality of paper or type of binding, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Newspapers • City Telephone Books • State Telephone Books • MO. State Statute Books and Revisions
<p>Glossy and Coated Paper, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Photographs • Blueprints • Magazines • Catalogs • Junk Mail • Sales Literature & brochures • Calendars • Publications
<p>Non-paper items, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Microfilm • Microfiche • X-Rays • Staples • Spiral and GBC (Plastic Comb) Bindings • Paper clips • Rubber bands

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

We Do this
For every team
member - Attached

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2019

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

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

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133 INSURED Shred-it USA, LLC a subsidiary of Stericycle, Inc. 28161 N Keith Drive Lake Forest, IL 60045	CONTACT NAME: Risk Management Department PHONE (A/C No, Ext): 305.443.4886 FAX (A/C No): 610.537.2273 E-MAIL ADDRESS: StericycleCerts@usi.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: right;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td></td> <td style="text-align: right;">19437</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td></td> <td style="text-align: right;">22322</td> </tr> <tr> <td>INSURER C: Allied World National Assurance Co.</td> <td></td> <td style="text-align: right;">10690</td> </tr> <tr> <td>INSURER D: XL Insurance America, Inc.</td> <td></td> <td style="text-align: right;">24554</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td></td> <td style="text-align: right;">37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Lexington Insurance Company		19437	INSURER B: Greenwich Insurance Company		22322	INSURER C: Allied World National Assurance Co.		10690	INSURER D: XL Insurance America, Inc.		24554	INSURER E: XL Specialty Insurance Company		37885	INSURER F:		
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COVERAGES **CERTIFICATE NUMBER: 14303983** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER		EG 1932356	06/01/2019	06/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (L+ occurrence)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">25,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>OTHER</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (L+ occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	25,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000	OTHER	\$	
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OTHER	\$																							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAD943783302 (AOS) Physical Damage- Self Insured	06/01/2019	06/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea. accident)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>OTHER</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	COMBINED SINGLE LIMIT (Ea. accident)	\$	5,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$		OTHER	\$				
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0305-0836	06/01/2019	06/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>OTHER</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000	OTHER	\$										
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OTHER	\$																							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	RWD943548902 (AOS)	06/01/2019	06/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td><input type="checkbox"/> OTHER</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	\$	1,000,000	<input type="checkbox"/> OTHER	\$													
<input checked="" type="checkbox"/> PER STATUTE	\$	1,000,000																						
<input type="checkbox"/> OTHER	\$																							
E			RWR943549002 (AK & WI)	06/01/2019	06/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEES</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table>	E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEES	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as an additional insured where required by written contract.

CERTIFICATE HOLDER Boone County 613 E. Ash Street, Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 24th day of September 2019


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

Now on this day, the County Commission of the County of Boone does hereby award bid 48-13AUG19 – Generator Inspection Services – Term and Supply to Cummins, Inc.

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

Done this 24th day of September 2019.

ATTEST:

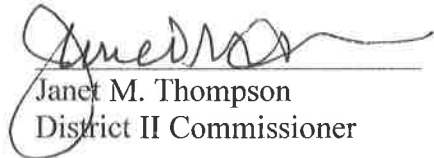

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: September 17, 2019
RE: 48-13AUG19 – Generator Inspection Services - Term and Supply

48-13AUG19 – Generator Inspection Services - Term and Supply opened on August 13, 2019. Six bids were received; Facilities Maintenance, Sheriff Department and Public Works recommend award to Cummins, Inc. for offering the lowest responsive bid. The original low bid from Central Power Systems & Services was withdrawn.

This is a term and supply contract and invoices will be paid from departments 2040 – Road & Bridge Maintenance Operations, 2704 – Radio Network Operations, 2705 – Facilities Maintenance/ Housekeeping/ Grounds – ECC, and 6100 – Facilities Maintenance. Accounts 71100 – Outside Services and 60200 – Equipment Repairs and Maintenance.

ATT: Bid Tabulation

cc: Doug Coley, Facilities Maintenance
Gary German, Sheriff's Department
Greg Edington, Road & Bridge
Dave Dunford, Radio Consultant
Bid File

48-13AUG19 - Generator Inspection Services

Vendor		Fabick Power Systems, Inc.			Cummins Inc.			
Pricing	Asset Tag	Quarterly Inspection	Annual Inspection	Load Test		Quarterly Inspection	Annual Inspection	Load Test
4.8.1.	18600	\$ 285.00	\$ 425.00	\$ 600.00	4.8.1.	\$ 125.00	\$ 200.00	\$ 300.00
4.8.2.	none	\$ 300.00	\$ 875.00	\$ 750.00	4.8.2.	\$ 155.00	\$ 695.00	\$ 455.00
4.8.3.	none	\$ 300.00	\$ 875.00	\$ 750.00	4.8.3.	\$ 155.00	\$ 695.00	\$ 455.00
4.8.4.	none	\$ 295.00	\$ 495.00	\$ 780.00	4.8.4.	\$ 125.00	\$ 315.00	\$ 300.00
4.8.5.	none	\$ 290.00	\$ 450.00	\$ 715.00	4.8.5.	\$ 125.00	\$ 230.00	\$ 300.00
4.8.6.	none	\$ 300.00	\$ 675.00	\$ 880.00	4.8.6.	\$ 140.00	\$ 590.00	\$ 345.00
4.8.7.	none	\$ 295.00	\$ 515.00	\$ 765.00	4.8.7.	\$ 125.00	\$ 365.00	\$ 300.00
4.8.8.	16762	\$ 300.00	\$ 880.00	\$ 880.00	4.8.8.	\$ 140.00	\$ 780.00	\$ 455.00
4.8.9.	19679	\$ 290.00	\$ 500.00	\$ 585.00	4.8.9.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.10.	19680	\$ 290.00	\$ 500.00	\$ 585.00	4.8.10.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.11.	22103	\$ 295.00	\$ 575.00	\$ 625.00	4.8.11.	\$ 145.00	\$ 345.00	\$ 300.00
4.8.12.	23526	\$ 295.00	\$ 660.00	\$ 625.00	4.8.12.	\$ 145.00	\$ 280.00	\$ 300.00
4.8.13.	none	\$ 295.00	\$ 610.00	\$ 625.00	4.8.13.	\$ 125.00	\$ 220.00	\$ 300.00
4.8.14.	19890	\$ 290.00	\$ 500.00	\$ 585.00	4.8.14.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.15.	20058	\$ 290.00	\$ 500.00	\$ 585.00	4.8.15.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.16.	20792	\$ 290.00	\$ 500.00	\$ 585.00	4.8.16.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.17.	20848	\$ 290.00	\$ 500.00	\$ 585.00	4.8.17.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.18.	20940	\$ 295.00	\$ 700.00	\$ 700.00	4.8.18.	\$ 145.00	\$ 345.00	\$ 300.00
4.8.19.	21009	\$ 290.00	\$ 500.00	\$ 585.00	4.8.19.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.20.	21040	\$ 290.00	\$ 500.00	\$ 585.00	4.8.20.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.21.	21099	\$ 290.00	\$ 500.00	\$ 585.00	4.8.21.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.22.	21104	\$ 290.00	\$ 500.00	\$ 585.00	4.8.22.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.23.	21111	\$ 290.00	\$ 500.00	\$ 585.00	4.8.23.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.24.	21124	\$ 290.00	\$ 500.00	\$ 585.00	4.8.24.	\$ 125.00	\$ 225.00	\$ 300.00
4.8.25.	22426	\$ 295.00	\$ 600.00	\$ 650.00	4.8.25.	\$ 145.00	\$ 330.00	\$ 300.00
4.8.26.	23520	\$ 285.00	\$ 500.00	\$ 525.00	4.8.26.	\$ 125.00	\$ 240.00	\$ 300.00
4.8.27.	none	\$ 290.00	\$ 495.00	\$ 585.00	4.8.27.	\$ 125.00	\$ 250.00	\$ 300.00
4.8.28.	none	\$ 295.00	\$ 755.00	\$ 650.00	4.8.28.	\$ 145.00	\$ 330.00	\$ 300.00
4.8.29.	none	\$ 295.00	\$ 755.00	\$ 650.00	4.8.29.	\$ -	\$ -	\$ -
4.9.	Bid Total	\$ 8,485.00	\$ 16,840.00	\$18,775.00	Bid Total	\$ 3,690.00	\$ 8,910.00	\$ 8,910.00
4.10.	Labor			Labor				
4.10.1.	Mechanic		\$ 152.00 /hr	Mechanic		\$ 132.00 /hr		
4.10.2.	Assistant		\$ 152.00 /hr	Assistant		\$ 132.00 /hr		
4.10.3.	Emergency Call Out		\$ 213.00 /hr	Emergency Call Out		\$ 132.00 /hr		
4.11.	Repair Parts % over Cost		15%	Repair Parts % over Cost		25%		
4.12.	Renewal Percentages			Renewal Percentages				
	1st		3%	1st		2%		
	2nd		3%	2nd		2%		
	3rd		3%	3rd		2%		
4.13.	Certifications		Yes	Certifications		No		
4.14.	Cooperative Purchasing?		Yes	Cooperative Purchasing?		Yes *Labor rates only		

Vendor		Gateway Industrial Power, Inc.			Western Diesel Services, Inc. (CK Power)			
Pricing	Asset Tag	Quarterly Inspection	Annual Inspection	Load Test	Quarterly Inspection	Annual Inspection	Load Test	
4.8.1.	18600	\$ 150.00	\$ 200.00	\$ 250.00	4.8.1.	\$ 275.00	\$ 550.00	\$ 340.00
4.8.2.	none	\$ 200.00	\$ 625.00	\$ 600.00	4.8.2.	\$ 850.00	\$ 1,635.00	\$ 750.00
4.8.3.	none	\$ 200.00	\$ 625.00	\$ 600.00	4.8.3.	\$ 850.00	\$ 1,635.00	\$ 750.00
4.8.4.	none	\$ 200.00	\$ 325.00	\$ 400.00	4.8.4.	\$ 275.00	\$ 585.00	\$ 470.00
4.8.5.	none	\$ 200.00	\$ 325.00	\$ 400.00	4.8.5.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.6.	none	\$ 200.00	\$ 575.00	\$ 500.00	4.8.6.	\$ 750.00	\$ 1,535.00	\$ 700.00
4.8.7.	none	\$ 200.00	\$ 325.00	\$ 400.00	4.8.7.	\$ 275.00	\$ 635.00	\$ 465.00
4.8.8.	16762	\$ 200.00	\$ 600.00	\$ 550.00	4.8.8.	\$ 525.00	\$ 1,785.00	\$ 750.00
4.8.9.	19679	\$ 200.00	\$ 325.00	\$ 400.00	4.8.9.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.10.	19680	\$ 200.00	\$ 325.00	\$ 400.00	4.8.10.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.11.	22103	\$ 200.00	\$ 380.00	\$ 400.00	4.8.11.	\$ 275.00	\$ 685.00	\$ 475.00
4.8.12.	23526	\$ 200.00	\$ 380.00	\$ 400.00	4.8.12.	\$ 275.00	\$ 735.00	\$ 480.00
4.8.13.	none	\$ 200.00	\$ 375.00	\$ 400.00	4.8.13.	\$ 275.00	\$ 660.00	\$ 480.00
4.8.14.	19890	\$ 200.00	\$ 325.00	\$ 400.00	4.8.14.	\$ 275.00	\$ 560.00	\$ 465.00
4.8.15.	20058	\$ 200.00	\$ 325.00	\$ 400.00	4.8.15.	\$ 275.00	\$ 560.00	\$ 465.00
4.8.16.	20792	\$ 200.00	\$ 325.00	\$ 400.00	4.8.16.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.17.	20848	\$ 200.00	\$ 325.00	\$ 400.00	4.8.17.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.18.	20940	\$ 200.00	\$ 400.00	\$ 400.00	4.8.18.	\$ 350.00	\$ 960.00	\$ 490.00
4.8.19.	21009	\$ 200.00	\$ 325.00	\$ 400.00	4.8.19.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.20.	21040	\$ 200.00	\$ 325.00	\$ 400.00	4.8.20.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.21.	21099	\$ 200.00	\$ 325.00	\$ 400.00	4.8.21.	\$ 275.00	\$ 560.00	\$ 460.00
4.8.22.	21104	\$ 200.00	\$ 325.00	\$ 400.00	4.8.22.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.23.	21111	\$ 200.00	\$ 325.00	\$ 400.00	4.8.23.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.24.	21124	\$ 200.00	\$ 325.00	\$ 400.00	4.8.24.	\$ 275.00	\$ 555.00	\$ 460.00
4.8.25.	22426	\$ 200.00	\$ 385.00	\$ 400.00	4.8.25.	\$ 350.00	\$ 885.00	\$ 490.00
4.8.26.	23520	\$ 150.00	\$ 250.00	\$ 300.00	4.8.26.	\$ 275.00	\$ 585.00	\$ 350.00
4.8.27.	none	\$ 200.00	\$ 300.00	\$ 300.00	4.8.27.	\$ 275.00	\$ 560.00	\$ 465.00
4.8.28.	none	\$ 200.00	\$ 400.00	\$ 400.00	4.8.28.	\$ 350.00	\$ 935.00	\$ 560.00
4.8.29.	none	\$ 200.00	\$ 450.00	\$ 400.00	4.8.29.	\$ 350.00	\$ 935.00	\$ 560.00
4.9.	Bid Total	\$ 5,700.00	\$ 10,820.00	\$11,900.00	Bid Total	\$10,150.00	\$ 22,530.00	\$14,565.00
4.10.	Labor			Labor				
4.10.1.	Mechanic		\$ 125.00 /hr		Mechanic		\$ 130.00 /hr	
4.10.2.	Assistant		\$ 125.00 /hr		Assistant		\$ 130.00 /hr	
4.10.3.	Emergency Call Out		\$ 150.00 /hr		Emergency Call Out		\$ 190.00 /hr	
4.11.	Repair Parts % over Cost		20%		Repair Parts % over Cost		No Response	
4.12.	Renewal Percentages			Renewal Percentages				
	1st		0%		1st		5%	
	2nd		3%		2nd		5%	
	3rd		3%		3rd		5%	
4.13.	Certifications		No		Certifications		No	
4.14.	Cooperative Purchasing?		No		Cooperative Purchasing?		No	

Vendor		Absolute Comfort Technologies, Inc.			Central Power Systems & Services			
Pricing	Asset Tag	Quarterly Inspection	Annual Inspection	Load Test		Quarterly Inspection	Annual Inspection	Load Test
4.8.1.	18600	\$ 700.00	\$ 230.00	\$ 310.00	4.8.1.	\$ 168.92	\$ 47.55	\$ 50.00
4.8.2.	none	\$ 1,300.00	\$ 750.00	\$ 700.00	4.8.2.	\$ 263.92	\$ 434.10	\$ 50.00
4.8.3.	none	\$ 1,300.00	\$ 750.00	\$ 700.00	4.8.3.	\$ 263.92	\$ 434.10	\$ 50.00
4.8.4.	none	\$ 950.00	\$ 375.00	\$ 360.00	4.8.4.	\$ 168.92	\$ 205.17	\$ 150.00
4.8.5.	none	\$ 850.00	\$ 350.00	\$ 335.00	4.8.5.	\$ 168.92	\$ 200.17	\$ 150.00
4.8.6.	none	\$ 1,200.00	\$ 600.00	\$ 600.00	4.8.6.	\$ 323.92	\$ 217.60	\$ 150.00
4.8.7.	none	\$ 1,025.00	\$ 500.00	\$ 355.00	4.8.7.	\$ 168.92	\$ 171.72	\$ 150.00
4.8.8.	16762	\$ 1,300.00	\$ 650.00	\$ 650.00	4.8.8.	\$ 263.92	\$ 383.33	\$ 150.00
4.8.9.	19679	\$ 850.00	\$ 350.00	\$ 335.00	4.8.9.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.10.	19680	\$ 850.00	\$ 350.00	\$ 335.00	4.8.10.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.11.	22103	\$ 1,025.00	\$ 500.00	\$ 380.00	4.8.11.	\$ 168.92	\$ 196.45	\$ 50.00
4.8.12.	23526	\$ 1,025.00	\$ 500.00	\$ 375.00	4.8.12.	\$ 168.92	\$ 535.71	\$ 50.00
4.8.13.	none	\$ 1,025.00	\$ 500.00	\$ 356.00	4.8.13.	\$ 168.92	\$ 245.13	\$ 50.00
4.8.14.	19890	\$ 1,000.00	\$ 400.00	\$ 350.00	4.8.14.	\$ 168.92	\$ 121.73	\$ 50.00
4.8.15.	20058	\$ 1,000.00	\$ 400.00	\$ 350.00	4.8.15.	\$ 168.92	\$ 121.73	\$ 50.00
4.8.16.	20792	\$ 850.00	\$ 350.00	\$ 335.00	4.8.16.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.17.	20848	\$ 850.00	\$ 350.00	\$ 335.00	4.8.17.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.18.	20940	\$ 1,025.00	\$ 500.00	\$ 400.00	4.8.18.	\$ 216.42	\$ 259.96	\$ 50.00
4.8.19.	21009	\$ 850.00	\$ 350.00	\$ 335.00	4.8.19.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.20.	21040	\$ 850.00	\$ 350.00	\$ 335.00	4.8.20.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.21.	21099	\$ 850.00	\$ 350.00	\$ 335.00	4.8.21.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.22.	21104	\$ 850.00	\$ 350.00	\$ 335.00	4.8.22.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.23.	21111	\$ 850.00	\$ 350.00	\$ 335.00	4.8.23.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.24.	21124	\$ 850.00	\$ 350.00	\$ 335.00	4.8.24.	\$ 168.92	\$ 121.92	\$ 50.00
4.8.25.	22426	\$ 1,000.00	\$ 400.00	\$ 400.00	4.8.25.	\$ 263.92	\$ 106.44	\$ 50.00
4.8.26.	23520	\$ 700.00	\$ 230.00	\$ 315.00	4.8.26.	\$ 181.42	\$ 53.54	\$ 50.00
4.8.27.	none	\$ 800.00	\$ 350.00	\$ 325.00	4.8.27.	\$ 168.92	\$ 102.31	\$ 50.00
4.8.28.	none	\$ 1,000.00	\$ 400.00	\$ 425.00	4.8.28.	\$ 263.92	\$ 187.56	\$ 50.00
4.8.29.	none	\$ 1,000.00	\$ 550.00	\$ 425.00	4.8.29.	\$ 216.42	\$ 235.06	\$ 50.00
4.9.	Bid Total	\$27,725.00	\$ 12,435.00	\$11,461.00	Bid Total	\$ 5,636.18	\$ 5,478.56	\$ 1,950.00
4.10.	Labor				Labor			
4.10.1.	Mechanic		\$ 108.00 /hr		Mechanic		\$ 105.00 /hr	
4.10.2.	Assistant		\$ 108.00 /hr		Assistant		\$ 95.00 /hr	
4.10.3.	Emergency Call Out		\$ 162.00 /hr		Emergency Call Out		\$ 105.00 /hr	
4.11.	Repair Parts % over Cost		30%		Repair Parts % over Cost		25%	
4.12.	Renewal Percentages				Renewal Percentages			
	1st		3%		1st		0%	
	2nd		3%		2nd		2%	
	3rd		3%		3rd		0%	
4.13.	Certifications		No		Certifications		Yes	
4.14.	Cooperative Purchasing?		Yes		Cooperative Purchasing?		Yes	

**PURCHASE AGREEMENT
FOR
GENERATOR INSPECTION SERVICES**

THIS AGREEMENT dated the 24th day of September 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummins Inc.** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Generator Inspection Services**, County of Boone Request for Bid number **48-13AUG19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **August 9, 2019** and executed by **Mark Hassel**, 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **September 01, 2019** and extend through **August 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. Repair Work - The contractor shall perform repair work on an "as needed" basis and must provide standard tools of the trade. For non-emergency repairs, Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the Contractor's bid response. Contractor shall respond within a *30-minute period* to any and all service requests which are designated as emergency repair. Unit prices quoted shall not exceed contract prices. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the county's facility designee. The contractor shall obtain approval from the Department prior to beginning any repair work

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

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

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

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

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

CUMMINS INC.

BOONE COUNTY, MISSOURI

By DocuSigned by:
Mark Hassel
9DEBD60C056A482...

By: Boone County Commission

Title General Sales Manager

DocuSigned by:
Dennis K. Stolt
7D82DA988BE6495...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. D'Amico
by: K. D'Amico
81E0A0D9A04441
County Counselor

DocuSigned by:
Brianna L Lennon by MT
7D82DA988BE6495...
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.)

DocuSigned by:
June E Pitchford by JF
9004DD9EE7A483...
Signature

6100, 2040, 2704, 2705 / 71100/60200 Term/Supply
9/18/2019

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

County of BoonePurchasing Department**4. Response Form:**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: Cummins Inc.
- 4.2. Address: 1600 Buerkle Road
- 4.3. City/Zip: White Bear Lake, MN 55110
- 4.4. Phone Number: 651-636-1000
- 4.5. Fax Number: 651-286-2111
- 4.6. E-mail: mark.hassel@cummins.com
- 4.7. Federal Tax ID: 35-0257090
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

- 4.8. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. The County reserves the right to add, delete, or change the number of generators or service required at any time during the term of the contract. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. **Transportation shall not be billed or compensated separately.** In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

Generators

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.1.	Facilities	18600	Briggs & Stratton	40375	\$ <u>125</u>	\$ <u>200</u>	\$ <u>300</u>
4.8.2.	Facilities	None	Taylor	TD400	\$ <u>155</u>	\$ <u>695</u>	\$ <u>455</u>
4.8.3.	Facilities	None	Taylor	TD400	\$ <u>155</u>	\$ <u>695</u>	\$ <u>455</u>
4.8.4.	Facilities	None	Cummins	60EN	\$ <u>125</u>	\$ <u>315</u>	\$ <u>300</u>
4.8.5.	Facilities	None	Kohler	35HZ82	\$ <u>125</u>	\$ <u>230</u>	\$ <u>300</u>
4.8.6.	Facilities	None	Kohler	300R07D81	\$ <u>140</u>	\$ <u>590</u>	\$ <u>345</u>
4.8.7.	Facilities	None	Kohler	50R0ZJ71	\$ <u>125</u>	\$ <u>365</u>	\$ <u>300</u>
4.8.8.	Road & Bridge	16762	Generac	SD350	\$ <u>140</u>	\$ <u>780</u>	\$ <u>455</u>
4.8.9.	Joint Comm	19679	Cummins	GGFD-5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.10.	Joint Comm Emergency	19680	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.11.	Mgmt Emergency	22103	Baldor	TS80T	\$ <u>145</u>	\$ <u>345</u>	\$ <u>300</u>
4.8.12.	Mgmt Emergency	23526	Generac	MDG100DF-4 G70WDO-	\$ <u>145</u>	\$ <u>280</u>	\$ <u>300</u>
4.8.13.	Mgmt	None	Doosan	3A-TF4	\$ <u>125</u>	\$ <u>220</u>	\$ <u>300</u>
4.8.14.	Joint Comm	19890	Cummins	GGPC	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.15.	Joint Comm	20058	Cummins	GGPC	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.16.	Joint Comm	20792	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.17.	Joint Comm	20848	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.18.	Joint Comm	20940	Libby Welding	MEP007B	\$ <u>145</u>	\$ <u>345</u>	\$ <u>300</u>
4.8.19.	Joint Comm	21009	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.20.	Joint Comm	21040	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.21.	Joint Comm	21099	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.22.	Joint Comm	21104	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.23.	Joint Comm	21111	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.24.	Joint Comm	21124	Cummins	GGFD- 5744023E	\$ <u>125</u>	\$ <u>225</u>	\$ <u>300</u>
4.8.25.	Joint Comm	22426	Cummins	C100N6	\$ <u>145</u>	\$ <u>330</u>	\$ <u>300</u>
4.8.26.	Joint Comm	23520	Generac	MLG15M 98A 02799	\$ <u>125</u>	\$ <u>240</u>	\$ <u>300</u>
4.8.27.	Joint Comm	None	CAT Olympian	SCG025- A163	\$ <u>125</u>	\$ <u>250</u>	\$ <u>300</u>
4.8.28.	Joint Comm	None	Cummins	C125-N6	\$ <u>145</u>	\$ <u>330</u>	\$ <u>300</u>
4.8.29.	Joint Comm	Future	Cummins		(\$ <u>"</u>	\$ <u>"</u>	\$ <u>"</u>)
4.9.	Bid Total				\$ <u>3690</u>	\$ <u>8910</u>	\$ <u>8910</u>

4.10. Labor

4.10.1. Mechanic \$ 132 /hour

4.10.2. Assistant \$ 132 /hour

4.10.3. Emergency Call Out Labor Rate \$ 132 /hour reg time \$180/hr overtime \$240/hr double time

4.11. Percentage over Cost for Repair Parts 25 % over cost

4.12. Renewal Percentages

Maximum % Increase 1st Renewal Period: 2 %

Maximum % Increase 2nd Renewal Period: 2 %

Maximum % Increase 3rd Renewal Period: 2 %

4.13. **Certifications (2.6.2.1.)** Contractor selected for this contract should submit to Boone County along with their bid response evidence of relevant certification held by workers that may perform work under this contract.

Please attach certifications to bid response.*
* Not available due to confidentiality.

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? x Yes* No
* Cummins will honor provided labor rates only.

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

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Mark Hassel

Today's Date: 8/9/2019

LIMITATION ON LIABILITY. THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000) UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT.

WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Contractor's obligation shall be solely limited to correcting the defective workmanship. Contractor shall correct the nonconforming Services where (i) such nonconformity becomes apparent to County during the warranty period; (ii) Contractor receives written notice of any nonconformity within thirty (30) days following discovery by County; and (iii) Contractor has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section shall not be deemed to have failed of their essential purpose so long as Contractor is willing to correct defective Services or refund the purchase price therefor.

Contractor expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2019

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

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

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St., Suite 0900 Chicago, IL 60601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Shelly Pence</td> </tr> <tr> <td>PHONE (A/C No. Ext): 317-841-6004</td> <td>FAX (A/C, No): 317-841-6006</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Shelly@aikinginsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: right;">NAIC # 24147</td> </tr> <tr> <td>INSURER B: Allianz Global Risks US Insurance Co</td> <td style="text-align: right;">35300</td> </tr> <tr> <td>INSURER C: Ace American Insurance Company</td> <td style="text-align: right;">22667</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Shelly Pence		PHONE (A/C No. Ext): 317-841-6004	FAX (A/C, No): 317-841-6006	E-MAIL ADDRESS: Shelly@aikinginsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Old Republic Insurance Company	NAIC # 24147	INSURER B: Allianz Global Risks US Insurance Co	35300	INSURER C: Ace American Insurance Company	22667	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258																					

COVERAGES **CERTIFICATE NUMBER: 51093116** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 302202-18	12/1/2018	12/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314312	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phy Damage \$ Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USL 00126118	12/1/2018	12/1/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314311 00	12/1/2018	12/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Property Leased/Rented Equipment			PEX D37400233 008 PEX D37400233 008	8/1/2019 8/1/2019	8/1/2020 8/1/2020	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

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

County of Boone, Missouri is included as additional insured if required by prior written Contract.

CERTIFICATE HOLDER

County of Boone, Missouri
 C/O Purchasing Department
 613 E. Ash Street
 Columbia MO 65201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Richard Trakimas

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ADDENDUM #1 to RFB#48-13AUG19

Boone County Purchasing

613 E. Ash Street, Room 113

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid 48-13AUG19 – Generator Inspection Services - Term & Supply

ADDENDUM # 1 - Issued July 29, 2019

Prospective bidders are hereby notified of the following clarification to Request for Bid 48-13AUG19:

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

To be able to price the following I will need to know the kilowatts.

N/A	JJC	Roger L. Perry Juvenile Justice Center, 5636 N Roger Wilson Memorial Dr, Columbia MO	Kohler	354282	355479		NG/Propane
N/A	Jail	Boone County Jail, 2121 County Drive Columbia MO	Kohler	300R07D81	285098		Diesel
18800	Jail-PH	Boone County Jail Pump House, 2121 County Drive Columbia MO	Briggs & Stratton	40375			Propane

Road & Bridge Contact: Greg Edgington 573-449-8515; Billing Address: 5551 Tom Bass Road South, Columbia, MO 65201

16782	R&B	5551 Tom Bass Road South, Columbia MO	Generac	SD350 8734780100	2005232		Diesel
-------	-----	---------------------------------------	---------	------------------	---------	--	--------

I also wanted to clarify that you are looking for quarterly service on all generators, with an additional annual report and not quarterly pricing and annual pricing on all generators. Last but not least, are you looking for a 2-hour load bank or a different amount of time?


The JJC unit is a 35kW, the big jail unit is a 300kW, and the Briggs unit is a 10kW. The Generac at the Tom Bass site should be a 350 kW.

To the other questions: We would want both quarterly and annual pricing for each generator. The plan is that each department will make their own schedule, and some may only want an annual inspection and load test while another will need quarterly inspections. It also affords the County the opportunity to switch from quarterly to annual if need be with a fixed price.

Also, yes, a 2-hour load bank is what is anticipated in this bid.

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

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

By: 
Robert Wilson, Buyer
Boone County Purchasing

The BIDDER has examined **Addendum #1** to Request for Bid #48-13AUG19 – **Generator Inspection Services - Term & Supply** receipt of which is hereby acknowledged:

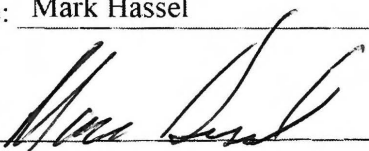
Company Name: Cummins Inc.

Address: 1600 Buerkle Road

White Bear Lake, MN 55110

Telephone: 651-636-1000 Fax: 651-286-2111

Print Name: Mark Hassel Title: General Sales Manager

Signature:  Date: 8/9/2019

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:

Mark Hassel, mark.hassel@cummins.com

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Claudiomir Berte, VP - Finance

Name and Title of Authorized Representative

Signature



8/9/2019

Date

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

County of Ramsey)
State of Minnesota)ss
)

My name is Krista Martin. I am an authorized agent of Cummins Inc.

_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

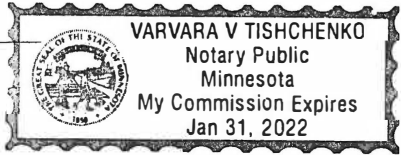
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Krista Martin 08/09/2019
Affiant Date

Krista Martin
Printed Name

Subscribed and sworn to before me this 9 day of August, 2019

[Signature]
Notary Public



Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.



Company ID Number:33523

Client Company ID Number:833167

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Cummins Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent 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 E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo



Company ID Number:33523

Client Company ID Number:833167

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Fragomen, Del Rey, Bernsen & Loewy, LLP	
Name (Please Type or Print) Hye Lam	Title
Signature Electronically Signed	Date August 30, 2018
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *City of Columbia*
Address: *701 E Broadway, Columbia, MO*

Contact Name: *Tammy Puett / George Gering*
Telephone Number: *573-874-7397*

Date of Contract: *2015*
Length of Contract: *3 years + Active/current*

Description of Prior Services (include dates):

All Planned Maintenance and repairs for Firehouses (8 total) and WWTP (10 total)

2. Prior Services Performed for:

Company Name: *State Emergency Management*
Address: *2302 militia Drive, Jefferson City, MO*

Contact Name: *Scott Hughes*
Telephone Number: *573-638-9742*

Date of Contract: *2012*
Length of Contract: *current/active*

Description of Prior Services (include dates):

All Planned Maintenance service and repairs at several sites. Detailed info available upon request.

3. Prior Services Performed for:

Company Name: *City of St Louis*
Address: *1200 Market St, St Louis, MO*

Contact Name: *Roger Sellars*
Telephone Number: *314-622-3535*

Date of Contract: *2014*
Length of Contract: *current/active*

Description of Prior Services (include dates):

All Planned Maintenance service and repairs for approximately 20 generators. Detailed information available upon request.



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **48-13AUG19**

Commodity Title: **Generator Inspection Services - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, AUGUST 13, 2019**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**

Directions: The Boone County Annex Building is located at corner of 7th & Ash Street.

Bid Opening

Day / Date: **TUESDAY, AUGUST 13, 2019**

Time: **1:30 P.M. C.T.**

Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street, Room 111
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**

2.0: **Primary Specifications**

3.0: **Response Presentation and Review**

4.0: **Response Form**

E-Verify Documents

Instructions for Compliance with House Bill 1549

Work Authorization Certification

Certification of Individual Bidder

Affidavit

Work Authorization Certification

Certification Regarding Debarment

Prior Experience

Standard Terms and Conditions

Exhibit A **Generator List**

County of BoonePurchasing Department**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

County of Boone**Purchasing Department****2. Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES 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 **Generator Inspection Services** for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. **Locations and Generator information:** The contractor shall inspect and/or service generators for multiple County Departments: Please see attached list for generator locations and responsible departments.
- 2.1.3. **Hours of Work:** The contractor shall inspect the generators at the Boone County Jail, Boone County Road & Bridge Building, Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse during normal business hours. The contractor shall test load the generators at the Boone County Jail, Boone County Road & Bridge Building, and the Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse outside of normal business hours 7:30 A.M. – 5:00 P.M. The contractor must schedule all inspections and/or repairs with the appropriate Department.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from **September 1, 2019 through August 31, 2020** and may be automatically **renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. **Quantity** - The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the number of generators or service required at any time during the term of the contract.
- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **TECHNICAL SPECIFICATIONS** – The contractor shall provide generator inspection services in accordance with the following specifications:
- 2.3.1. The contractor shall perform quarterly inspections, as requested, of the generators at the locations listed in accordance with the following (as applicable):
- 2.3.1.1. Adjust and clean ignition components,
- 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
- 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
- 2.3.1.4. Check engine antifreeze solution, fill to capacity,
- 2.3.1.5. Check all fluid hoses for leaks and pliability,
- 2.3.1.6. Clean sediment in bowl type fuel strainers,
- 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
- 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
- 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,
- 2.3.1.10. Check engine starter and charging alternator operations,
- 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
- 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
- 2.3.1.13. Load test battery(ies),

- 2.3.1.14. Check battery charger operations, recalibrate,
- 2.3.1.15. Clean collector rings,
- 2.3.1.16. Clean static excitor,
- 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
- 2.3.1.18. Clean normal dust deposits from generator,
- 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
- 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
- 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
- 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
- 2.4. **Quarterly Field Service Report:** The contractor must submit written quarterly field service reports to the appropriate Department upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed. This report is to be submitted with the invoice.
 - 2.4.2. The contractor shall perform annual inspections of the generators at the locations listed in accordance with the following:
 - 2.4.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
 - 2.4.2.2. Inspect and tighten starter motor(s) connection and wiring,
 - 2.4.2.3. Obtain engine oil sample for analysis,
 - 2.4.2.4. Change oil filters,
 - 2.4.2.5. Change engine oil,
 - 2.4.2.6. Clean primary fuel filter (if screen type),
 - 2.4.2.7. Drain water and sediment from day tank,
 - 2.4.2.8. Replace primary and secondary fuel filter elements,
 - 2.4.2.9. Inspect and lubricate governor linkages,
 - 2.4.2.10. Replace coolant filter,
 - 2.4.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
 - 2.4.2.12. Inspect generator strip heater,
 - 2.4.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
 - 2.4.2.14. Inspect turbocharger compressor and turbine wheels, and
 - 2.4.2.15. Check turbocharger shaft and play.
 - 2.5. **Annual Field Service Report:** The contractor must submit written annual field service reports to the appropriate Department upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed. This report is to be submitted with the invoice.
 - 2.5.1. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste removal, and related supplies used to complete the inspections and/or tests.
 - 2.5.2. **Repair Work:** The contractor shall perform repair work on an “as needed” basis and must provide standard tools of the trade. For non-emergency repairs, Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor’s *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. Contractor shall respond within a *30-minute period* to any and all service requests which are designated as emergency repair. Unit prices quoted shall not exceed contract prices. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the county’s facility designee. **The contractor shall obtain approval from the Department prior to beginning any repair work**
 - 2.5.3. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost-plus basis.
 - 2.5.4. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. **Transportation shall not be billed or compensated separately.**
 - 2.5.5. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.

- 2.5.6. **Final Inspection and Approval:** The contractor shall request the responsible Department conduct an inspection after all work is complete. Final approval is contingent upon the Department's final inspection.
- 2.5.7. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.6. **Special Conditions and Requirements**
- 2.6.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the County.
- 2.6.2. **Contractor Qualifications and Experience:** The Contractor to whom a Generator Inspection Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.6.2.1. **Certifications:** Bidders shall include proof of any pertinent certifications held by workers who may perform work as outlined in these specifications under this contract.
- 2.6.3. **Billing and Payments:** All contracted work done for the County on a "time and material" basis must include the following information on the invoices:
- 2.6.3.1. Name of the County location where work was performed, and date(s) work was performed.
- 2.6.3.2. Description of generator and work performed.
- 2.6.3.3. Generator Asset Tag Number
- 2.6.3.4. If materials are used provide itemized materials list and Contractor's cost for those items indicating the contract markup % and net cost to County.
- 2.6.3.5. Labor cost per hour with number of crew members on the job.
- 2.6.3.6. Total hours on project and total cost of labor.
- 2.6.3.7. Quarterly/Annual Field Service Report
- 2.6.3.8. If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.
- 2.6.4. Invoices must be submitted to the responsible Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
- 2.6.4.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.7. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.7.1. **Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.7.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.7.3. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.7.4. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.7.5. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.7.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.9. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption Letter for Boone County Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from unauthorized use of such project exemption certificates.
- 2.11. **LIABILITIES, RIGHTS AND REMEDIES** - The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.

- 2.12. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it's their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.13. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work. The bidder may contact the County to schedule an inspection of the equipment prior to bid submission.
- 2.14. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; or Email: Rwilson@boonecountymo.org.
- 2.15. **Pricing** – Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on August 31, 2020. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

3. Response Presentation and Review

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- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, visit our web site at www.showmeboone.com. Along the left side of the page, select "Purchasing". Bids/RFPs, Bid Tabulations and our Awards' spreadsheet are posted on our web site.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone

Purchasing Department

4. Response Form:

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses Docusign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. The County reserves the right to add, delete, or change the number of generators or service required at any time during the term of the contract. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form.

Transportation shall not be billed or compensated separately. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

Generators

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.1.	Facilities	18600	Briggs & Stratton	40375	\$ _____	\$ _____	\$ _____
4.8.2.	Facilities	None	Taylor	TD400	\$ _____	\$ _____	\$ _____
4.8.3.	Facilities	None	Taylor	TD400	\$ _____	\$ _____	\$ _____
4.8.4.	Facilities	None	Cummins	60EN	\$ _____	\$ _____	\$ _____
4.8.5.	Facilities	None	Kohler	35HZ82	\$ _____	\$ _____	\$ _____
4.8.6.	Facilities	None	Kohler	300R07D81	\$ _____	\$ _____	\$ _____
4.8.7.	Facilities	None	Kohler	50R0ZJ71	\$ _____	\$ _____	\$ _____
4.8.8.	Road & Bridge	16762	Generac	SD350	\$ _____	\$ _____	\$ _____
4.8.9.	Joint Comm	19679	Cummins	GGFD-5744023E	\$ _____	\$ _____	\$ _____

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.10.	Joint Comm Emergency	19680	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.11.	Mgmt Emergency	22103	Baldor	TS8OT	\$ _____	\$ _____	\$ _____
4.8.12.	Mgmt Emergency	23526	Generac	MDG100DF-4 G70WDO-	\$ _____	\$ _____	\$ _____
4.8.13.	Mgmt	None	Doosan	3A-TF4	\$ _____	\$ _____	\$ _____
4.8.14.	Joint Comm	19890	Cummins	GGPC	\$ _____	\$ _____	\$ _____
4.8.15.	Joint Comm	20058	Cummins	GGPC	\$ _____	\$ _____	\$ _____
4.8.16.	Joint Comm	20792	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.17.	Joint Comm	20848	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.18.	Joint Comm	20940	Libby Welding	MEP007B	\$ _____	\$ _____	\$ _____
4.8.19.	Joint Comm	21009	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.20.	Joint Comm	21040	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.21.	Joint Comm	21099	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.22.	Joint Comm	21104	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.23.	Joint Comm	21111	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.24.	Joint Comm	21124	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.25.	Joint Comm	22426	Cummins	C100N6	\$ _____	\$ _____	\$ _____
4.8.26.	Joint Comm	23520	Generac	MLG15M 98A 02799 SCG025-	\$ _____	\$ _____	\$ _____
4.8.27.	Joint Comm	None	CAT Olympian	A163	\$ _____	\$ _____	\$ _____
4.8.28.	Joint Comm	None	Cummins	C125-N6	\$ _____	\$ _____	\$ _____
4.8.29.	Joint Comm	Future	Cummins		\$ _____	\$ _____	\$ _____
4.9.	Bid Total				\$ _____	\$ _____	\$ _____

4.10. Labor

4.10.1. Mechanic \$ _____/hour

4.10.2. Assistant \$ _____/hour

4.10.3. Emergency Call Out Labor Rate \$ _____/hour

4.11. Percentage over Cost for Repair Parts _____% over cost

4.12. Renewal Percentages

Maximum % Increase 1st Renewal Period: _____%

Maximum % Increase 2nd Renewal Period: _____%

Maximum % Increase 3rd Renewal Period: _____%

4.13. **Certifications (2.6.2.1.)** Contractor selected for this contract should submit to Boone County along with their bid response evidence of relevant certification held by workers that may perform work under this contract.

Please attach certifications to bid response.

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

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

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

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____

_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Affiant

Date

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant	Date	Printed Name
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AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Standard Terms and Conditions

Robert Wilson, Buyer

Phone: (573) 886- 4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. 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.
20. 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.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 48-13AUG19 – Generator Inspection Services - Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Fixed and Towable Generators -- Boone County (MO)

Boone County Department, Contact and Billing Address

BC Inventory tag	Site Ref	Equipment Location	Manufacturer	Model	Serial No	Nominal Output	Fuel Source	Fuel Supply
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Joint Communications; Contact: Rodger Schlink, 573-554-1000; Bill to: 2145 E. County Dr. Columbia MO 65202

19679	GRS	At guyed tower behind 1313 Lakeview St, Columbia MO	Cummins	GGFD-5744023E	K050855143	35 kW	Liquid LP	500 Gal
N/A	MCC	Clark Lane & Fox Run Drive, Columbia MO	Cat Olympian	98A 02799 S CG025-A163	2041854	25 kW	Natural Gas	Piped
19680	ROC	At guyed tower, South of US 40 on 440 Road, Howard County MO	Cummins	GGFD-5744023E	K050855144	35 kW	Liquid LP	500 Gal
19890	JCT	Boone County Public Safety campus, 2121 E. County Drive, Columbia MO	Cummins	GGPC-1525325	J150879959	50 kW	Vapor LP	500 Gal, buried
20058	BHS	Tower behind Battle High School, 7575 E. St. Charles Rd Columbia MO	Cummins	GGPC-1525325	J150879960	50 kW	Vapor LP	500 Gal
20792	CNT	Elevated Water Tank, 815 North Street, Centralia MO	Cummins	GGFD-5744023E	C110201182	35 kW	Vapor LP	500 Gal
20848	HAR	State Rd. Y in Howard County MO	Cummins	GGFD-5744023E	C110201181	35 kW	Vapor LP	500 Gal
20940	ANX	Boone County Public Safety Campus, next to SD Annex building, 2111 E. County Dr Columbia, MO	Libby Welding	MEP007B	RZ00823	100 kW	Diesel	75 Gal
21009	RED	Elevated Water Tank, Red Tail Drive & S. Henry Clay Blvd, Ashland MO	Cummins	GGFD-5744023E	E120334878	35 kW	Vapor LP	500 Gal
21040	RNN	At tower 401 Route NN, West of Hwy 63, Boone County MO	Cummins	GGFD-5744023E	L080227229	35 kW	Vapor LP	500 Gal
21099	SHE	Elevated Water Tank, 1125 Cinnamon Hill Lane, Columbia MO	Cummins	GGFD-5744023E	G100141801	35 kW	Vapor LP	500 Gal
21104	STE	Elevated Water Tank, 4688 E. Heller Road, Columbia MO	Cummins	GGFD-5744023E	B110186787	35 kW	Vapor LP	500 Gal
21111	WAL	Elevated Water Tank 13 E. Walnut Street, Columbia MO	Cummins	GGFD-5744023E	J080214966	35 kW	Vapor LP	500 Gal
21124	ZIN	At guyed tower South side Mt. Zion Rd, East of B Hwy, Boone County MO	Cummins	GGFD-5744023E	B110186788	35 kW	Vapor LP	1,000 Gal
22426	609	Adjacent to 609 Walnut, Columbia, MO	Cummins	GG06-17440779	E170193497	100 kW	Natural Gas	Piped
23520	ECC	Towable, Stored at Emergency Communications Center, 2145 E. County Dr., Columbia MO	Generac	MLG15M		15 kW	Diesel	56 Gal
Pending	BCB	At tower 124 Hwy and US-63, Hallsville MO	Cummins	C125-N6	E190578041	125 kW	Vapor LP	1,000 Gal, buried
future	SPT	Support building, north of ECC 2145 E. County Drive, Columbia MO	Cummins			125kW	Vapor LP	2,000 Gal

Facilities Maintenance; Contact: Doug Coley 573-886-4401; Billing Address: 613 E. Ash St. Room 107, Columbia MO 65201

N/A	ECC	Emergency Communications Center, 2145 E. County Dr., Columbia MO	Taylor	TD400	29143	400 kW	Diesel	1,000 Gal shared
N/A	ECC	Emergency Communications Center, 2145 E. County Dr., Columbia MO	Taylor	TD400	29144	400 kW	Diesel	1,000 Gal shared
N/A	CRT	Boone County Courthouse, 705 E Walnut, Columbia MO	Cummins	60EN	H910410675	60 kW	Natural Gas	Piped
N/A	JJC	Roger L Perry Juvenile Justice Center, 5665 N Roger Wilson Memorial Dr, Columbia MO	Kohler	35HZ82	355479		NG/Propane	
N/A	Jail	Boone County Jail, 2121 County Drive, Columbia MO	Kohler	300R07D81	265096		Diesel	
18600	Jail-PH	Boone County Jail, Pump House, 2121 County Drive, Columbia MO	Briggs & Stratton	40375			Propane	
N/A	GC	Roger B Wilson Government Center, 801 E Walnut, Columbia MO	Kohler	50R0ZJ71	356743	55 kW	Diesel	

Road & Bridge; Contact: Greg Edington 573-449-8515; Billing Address: 5551 Tom Bass Road South, Columbia, MO 65201

16762	R&B	5551 Tom Bass Road South, Columbia MO	Generac	SD350 8734780100	2095232		Diesel	
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Office of Emergency Management; Contact: Della Luster 573-554-7900; Billing Address: 2145 E County Dr. Columbia, MO 65202

22103	ECC	Towable, Stored at Emergency Communications Center, 2145 E. County Dr, Columbia MO	Baldor	TS8OT	P1005190006	80 kW	Diesel	On Trailer
	ECC	Towable, Stored at Emergency Communications Center, 2145 E. County Dr, Columbia MO	Doosan	G70WDO-3A-TF4	492370UCADG14	56 kW	Diesel	On Trailer
23526	ECC	Towable, Stored at Emergency Communications Center, 2145 E. County Dr, Columbia MO	Generac	MDG100DF-4	3004288916	75 kW	Diesel	On Trailer



ADDENDUM #1 to RFB#48-13AUG19

Boone County Purchasing

613 E. Ash Street, Room 113

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid 48-13AUG19 – Generator Inspection Services - Term & Supply

ADDENDUM # 1 - Issued July 29, 2019

Prospective bidders are hereby notified of the following clarification to Request for Bid 48-13AUG19:

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

To be able to price the following I will need to know the kilowatts.

N/A	JJC	Roger L Perry Juvenile Justice Center, 5565 N Roger Wilson Memorial Dr, Columbia MO	Kohler	35HZ82	355479		NG/Propane
N/A	Jail	Boone County Jail, 2121 County Drive, Columbia MO	Kohler	300R07D81	265098		Diesel
18600	Jail-PH	Boone County Jail, Pump House, 2121 County Drive, Columbia MO	Briggs & Stratton	40375			Propane

Road & Bridge: Contact: Greg Edington 573-449-8515; Billing Address: 5551 Tom Bass Road South, Columbia, MO 65201

16762	R&B	5551 Tom Bass Road South, Columbia MO	Generac	SD350 8734780100	2005232		Diesel
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I also wanted to clarify that you are looking for quarterly service on all generators, with an additional annual report and not quarterly pricing and annual pricing on all generators. Last but not least, are you looking for a 2-hour load bank or a different amount of time?


The JJC unit is a 35kW, the big jail unit is a 300kW, and the Briggs unit is a 10kW. The Generac at the Tom Bass site should be a 350 kW.

To the other questions: We would want both quarterly and annual pricing for each generator. The plan is that each department will make their own schedule, and some may only want an annual inspection and load test while another will need quarterly inspections. It also affords the County the opportunity to switch from quarterly to annual if need be with a fixed price.

Also, yes, a 2-hour load bank is what is anticipated in this bid.

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

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

By: 
Robert Wilson, Buyer
Boone County Purchasing

The BIDDER has examined **Addendum #1** to Request for Bid #48-13AUG19 – **Generator Inspection Services - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

24th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby award bid 49-30AUG10 Parking Lot Arms with Remotes – Facilities Maintenance Department as well as the disposal of two American Parking Lot Equipment parking gates, serial numbers 494A1 and 494A2.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Form.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 12, 2019
RE: RFB 49-30AUG19 Parking Lot Arms with Remotes – Facilities Management Department

Request for Bid (RFB) 49-30AUG19 for Parking Lot Arms with Remotes for the Facilities Management Department obtained one bid from Will Electronics of St. Louis, Missouri. The parking lot arms will replace those installed at the Boone County Courthouse.

It is noted that the RFB solicitation was posted on the Purchasing Department webpage and advertised in an effort to obtain competition. An award of contract will be made to the only bidder. The contract period will run from Date of Award through 09/20/20, and there are two (2) one-year renewal options available after this initial period.

Payments will be paid from the following fund/account:

- Fund 6102 Parking/Account 92300 – Replacement Machinery & Equipment: \$ 14,392.53

This purchase replaces the two parking lot arms currently installed at the Boone County Courthouse parking lot (see attached Disposal Form dated 9/5/19).

/lp

Attachments

cc: Jody Moore, Facilities Management Department
Contract File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 9/5/19

Fixed Asset Tag Number: none found

Description of Asset: American Parking Lot Equipment parking gate unable to find purchase information

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 494A1 and 494A2

Condition of Asset: fair

Reason for Disposition: purchasing an upgraded system

Location of Asset and Desired Date for Removal to Storage: Judge's Lot at Courthouse - remove upon install of new gate

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 6100

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date NA

G/L Account for Proceeds 2100-3836

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 415-2019

Date Approved 9.24.19



RECEIVED

SEP 06 2019

BOONE COUNTY
AUDITOR

**PURCHASE AGREEMENT
FOR
PARKING LOT ARMS WITH REMOTES**

THIS AGREEMENT dated the 24th day of September 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Will Electronics** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Parking Lot Arms with Remotes**, County of Boone Request for Bid, bid number **49-30AUG19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, Anti-Collusion Certification, Signature and Identity of the Bidder, Bidder's Acknowledgement, the Affidavit of Compliance with OSHA Training Requirements, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **August 29, 2019**, executed by **Jeffrey J. Buss**, on behalf of the Contractor, and e-mail clarification dated 9/04/19 from **Jeffrey J. Buss**. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, Anti-Collusion Certification, Signature and Identity of the Bidder, Bidder's Acknowledgement, the Affidavit of Compliance with OSHA Training Requirements, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through September 20, 2020**. The County shall have the option to renew the contract period for two (2) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with de-installation and removal of existing parking lot arms at the Boone County Courthouse, and provision of replacement Parking Lot Arms including thirty (30) Remotes as described in the bid response to RFB 49-30AUG19 for the total firm, fixed price for Regular Business Hours Labor of \$14,392.53. Other parts including additional remotes shall be available to the County on an as-needed basis throughout the original and renewal contract periods at contract pricing as agreed.

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Facilities Management Department within 25 calendar days after receipt of order. All deliveries should be made to the Boone County Facilities Management Department located at 613 E. Ash Street, Columbia, MO 65201, or as otherwise specified and agreed between the County Facilities Management Department and the Contractor. All deliveries shall be FOB Destination. Freight costs not to exceed \$790.00 shall be allowed for the Boone County Courthouse project. Freight costs on subsequent orders shall be FOB Prepaid and Allowed, i.e., included in quoted pricing.

5. Warranty – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.

6. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response.

Commission Order # _____

No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **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.

8. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

WILL ELECTRONICS

DocuSigned by:
 by Brent Palisch
 C187A27F82B84DF...
 title Director of Sales & Marketing

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Donald K. Neal
 B44B9943E56E4E9...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. D'Amore
 60E7A7D50A04E...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 7032DA966BF6393...
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6102 - Account: 92300: \$14,392.53

DocuSigned by:
June E Pitchford by JF
 8024B84EE7A483...
 Signature

9/9/2019

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

Liz Palazzolo

From: Jeffrey Buss <jbuss@willelectronics.com>
Sent: Wednesday, September 4, 2019 9:33 AM
To: Liz Palazzolo
Subject: 49-30AUG19

Liz

This email is to verify that 4.10.6 of bid 49-30AUG19 in the total of \$790 is for freight only.

We realize the county is tax exempt.

Let me know if you have additional questions.

Thank you.

Regards,

Jeffrey Buss

Account Manager

o: 314.633.3132 | c: 314.971.4159



9789 Reavis Park Drive
St. Louis, MO 63123
www.willelectronics.com

County of BoonePurchasing Department


4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Will Electronics
- 4.2. Address: 9789 REAVIS PARK DR.
- 4.3. City/Zip: St. Louis, MO. 63123
- 4.4. Phone Number: 314 351 1996
- 4.5. Fax Number: 314 351 1885
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
JEFFREY BASS jrbass@willelectronics.com
- 4.7. Federal Tax ID: 43-0924769

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):


4.8.2. Type or Print Signed Name:
 Jeffrey J. Buss

4.8.3. Today's Date: 8/29/19

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.10. PRICING

The bidder shall quote firm, fixed pricing in the available space below. Pricing shall include furnishing all equipment, including any rental equipment, materials, supplies, labor to de-install existing parking lot arms and to install the parking lot arms, all required insurance, and permit fees necessary to perform as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About the Brand Reference: The "Brand Reference" noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Pricing Line Item	MATERIALS, EQUIPMENT AND SUPPLIES Line Item Description	Estimated Quantity	Firm, Fixed Price Per Each Initial Contract Period
4.10.1.	Liftmaster Mega Arm (or equal) Barrier Price Per EACH Bidder should identify brand and model being bid in space provided: LIFTMASTER MATCUBB3	2	\$ 3,540. ⁶³

4.10.2.	<p>Liftmaster (or equal) minimum 12' Round Arm</p> <p>Price Per EACH</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>LIFTMASTER MONORAIL</p>	2	\$ 347.50
4.10.3.	<p>Vehicle Presence Sensor</p> <p>Price Per EACH</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>OPTEX OVS-01-GT</p>	2	\$ 616.25
4.10.4.	<p>Transmitter</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>Price Per EACH</p> <p>LIFTMASTER 811LM</p>	1	\$ 18.75
4.10.5.	<p>Remote - must be compatible and fully programmed for operation</p> <p>Price per EACH remote</p>	30	\$ 18.75

	Bidder should identify brand and model being bid in space provided: LIFTMASTER 811LM		
4.10.6.	Other Materials and Supplies: Bidder must identify if any: FREIGHT TAX	1	\$ 75. ⁰⁰ \$ 790. ⁰⁰
4.10.7.	Sub-Total All Equipment, Materials and Supplies		\$ 10,455. ⁰³

Pricing Line Item	LABOR - REGULAR BUSINESS HOURS, MONDAYS-FRIDAYS: The bidder shall designate applicable labor classification(s) and applicable hourly rate(s) for the project – hourly pricing quoted shall also apply to repair work	Estimated Project Hours (Bidder shall complete)	Firm, Fixed Per Hour Price – Regular Business Hours
		30	131. ²⁵
4.10.8.	Sub-Total All Labor – Regular Business Hours		\$ 3957. ⁵⁰

Pricing Line Item	LABOR - AFTER REGULAR BUSINESS HOURS, MONDAYS-FRIDAYS; SATURDAYS, SUNDAYS AND HOLIDAYS: The bidder shall designate applicable labor classification(s) and applicable hourly rate(s) for the project – hourly pricing quoted shall also apply to repair work	Estimated Project Hours (Bidder shall complete)	Firm, Fixed Per Hour Price – After Regular Business Hours
		30	262. ⁵⁰
4.10.9. Sub-Total All Labor – After Regular Business Hours, Saturdays, Sundays, and Holidays			\$ 7875. ⁰⁰

4.10.10 **TOTAL PROJECT PRICE – REGULAR BUSINESS HOURS LABOR** – Quote a firm, fixed total project price that shall equal the combined subtotals shown above for all equipment, materials, supplies and labor necessary to complete the parking lot arms project, as well as include any other required costs such as for insurance coverage as defined herein, permits, etc.: \$ 14,392.⁵³
Firm and Fixed Total

4.10.11 **TOTAL PROJECT PRICE – AFTER REGULAR BUSINESS HOURS, SATURDAYS, SUNDAYS, & HOLIDAYS LABOR** – Quote a firm, fixed total project price that shall equal the combined subtotals shown above for all equipment, materials, supplies and labor necessary to complete the parking lot arms project, as well as include any other required costs such as for insurance coverage as defined herein, permits, etc.: \$ 18,330.⁰³ **Firm and Fixed Total**

4.10.12 **Repair Parts or Additional Parts**
 The bidder shall quote either a DISCOUNT off MSRP or catalog pricing, or a MARK-UP over cost for repair parts and additional parts the County may request. The bidder must not quote both a discount and a mark-up.

Discount
N/A % Discount off MSRP or contractor’s list price

Mark one: Pricing shall be based on MSRP N/A
 Or Pricing shall be based off the contractor’s catalog price: N/A

OR

Mark-Up
35 % Mark-Up Over Cost

4.10.13 Renewal Options Price Adjustments – Applies to all line items except 4.10.11:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of two (2) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.13.1. Renewal Option Percentage Price Adjustment
1st Renewal Period**

10 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

**4.10.13.2. Renewal Option Percentage Price Adjustment
2nd Renewal Period**

18 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.11. **Project Time:**

Start Time: Identify the vendor's response time to be on-site to begin the parking lot arm project after request from the County – receipt of a purchase order to begin work:

25 Calendar Days After Receipt of Order (ARO)

On what date would installation work begin: TBD

On what date would installation work be completed: TBD

Indicate the total amount of time in workdays to complete the project: 4 DAYS

4.13. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes or No

If "Yes" is circled, describe details about subcontractors below:

ST. LOUIS, AUTOMATIC DOOR.

4.14. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform parking lot arms installation in compliance with regulating authorities. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.15. **Holidays:** Identify the holidays the vendor's business observes:

NEW YEARS, MEMORIAL DAY, JULY 4TH, LABOR DAY
THANKSGIVING, ADD DAD AFTER, CHRISTMAS.

- 4.16. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

ROUTE BASED ON SINGLE TRIP SERVICE WITH PREPARATION BY OTHERS.
IF PREPARATION IS NOT MET AND ADDITIONAL TRIPS ARE REQUIRED
ADDITIONAL COST WILL INCUR.

End of Response Form – Other forms for completion follow

(Please complete and return with Bid Response)

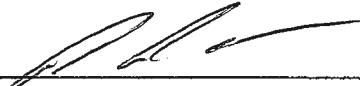
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Brent Palisch, Director of Sales + Marketing
Name and Title of Authorized Representative


Signature

8-27-2019
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of St Louis)

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

7-22-2019
Date

[Signature]
Signature

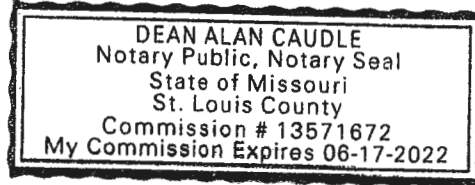
490-74-4396
Social Security Number
or Other Federal I.D. Number

Brant Patrick
Printed Name

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

Dean Alan Caudle
Notary Public

My Commission Expires: 06/17/2022



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St Louis

Brent Palisch, being first duly sworn, deposes and

says that he is Director of Sales and Marketing
(Title of Person Signing)

of Will Electronics
(Name of Bidder)

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

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

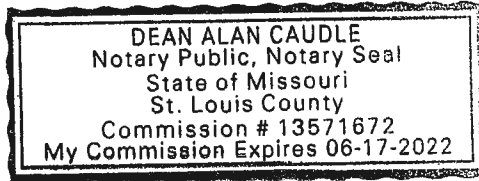
By _____ By _____

By _____

Sworn to before me this 22nd day of August, 20 19

Dean Alan Caudle
Notary Public

My Commission Expires 06-17-2022



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated P-22, 20 18

Name of individual, all partners, or joint venturers:

Address of each:

Kurt Will

9789 Reavis Park Dr, St. Louis, MO 63123

Address of principal place of business in doing business under the name of:

9789 Reavis Park Dr. St. Louis MO 63123 Will Electronics

(If using a fictitious name, show this name above in addition to legal names.)

Will Electronics, Inc.

(If a corporation - show its name above)

ATTEST:



(Secretary)

Director of Sales and Marketing

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY

TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Louis

On this 22 day of August, 20 19

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

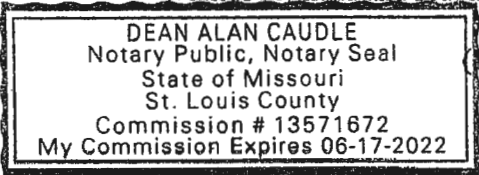
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

(if a corporation) that he is the Director of Sales + Marketing
President or other agent

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

Witness my hand and seal at August 22, 2019 the day and year first above written.



(SEAL) Dean Alan Caudle Notary Public

My Commission expires June 17, 20 22.

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

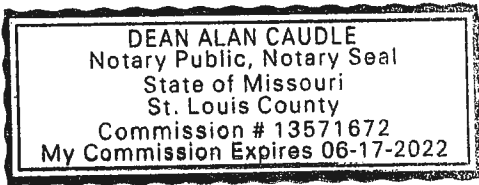
County of St Louis)
)ss
State of Missouri)

My name is Brent Patrick. I am an authorized agent of Will
Electronics (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

[Signature] 8-22-2019
Affiant Date
Brent Patrick
Printed Name

Subscribed and sworn to before me this 22nd day of August, 2019.



[Signature]
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **49-30AUG19**

Commodity Title: **PARKING LOT ARMS WITH REMOTES**
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **August 30, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

Pre-Bid Conference and Tour

Day / Date: **Wednesday, August 21, 2019**

Time: **9:00 A.M. Central Time**

Location: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Opening

Day / Date: **Friday, August 30, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
 - **Certification Regarding Debarment**

- **Certification Regarding Lobbying**
- **Work Authorization Certification**
- **Anti-Collusion Certification**
- **Signature and Identity of Bidder**
- **Bidder's Acknowledgement**
- **Affidavit of Compliance with OSHA Training Requirements**
- **Standard Terms and Conditions**
- **"No Bid" Response Form**

*Insertion Date:
August 14, 2019*

1. Introduction and General Conditions of Bidding

1.1. Invitation: This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Parking Lot Arms with Remotes** for the parking lot at the Boone County Courthouse.

1.1.2 **Pre-Bid Conference and Tour:**

A pre-bid conference and tour will be conducted on **Wednesday August 21, 2019 starting at 9:00 A.M.** in the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri. The pre-bid conference will be held to address any questions potential bidders may have about the RFB document and the County's requirements.

Attendance is not mandatory but it is strongly encouraged. Any vendor interested in bidding will be helped to understand the project requirements better by seeing the parking lot and existing parking lot arms that will be replaced.

1.2. Definitions:

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone, but will be made to the bidder with the “lowest and best” bid. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.
- 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.4.2. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right

to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

1.5. Contract Execution: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. Precedence: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. Compliance With Standard Terms And Conditions: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. SCOPE OF WORK

2.1. General Requirements: Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for provision and installation of two (2) parking lot arms, all materials and supplies necessary to make the arms fully operational in accordance with manufacturer specifications, and including thirty (30) compatible and fully-programmed/operational remote control units, i.e., "remotes."

2.1.1 De-Installation Required: In addition, the contractor shall be responsible for de-installing the existing parking lot arms and disposing of the arms and materials in accordance with applicable local, state and federal rules and regulations. It is anticipated that it will not be required that the contractor cut into concrete to accomplish the removal.

2.1.2. Equipment, Materials, Supplies and Labor Including Warranty Requirements: The contractor shall provide all equipment, supplies, materials and labor necessary to perform contracted work. At minimum, the contractor shall provide the following new equipment:

- a. Two (2) Liftmaster Mega Arm (or equal) barriers
- b. Two (2) Liftmaster 12-foot round arms
- c. Two (2) vehicle presence sensors
- d. One (1) Transmitter
- e. Thirty (30) of compatible, programmed and fully operational remotes

2.1.2. All equipment shall be compatible and provide reliable service. The contractor shall provide the manufacturer's standard warranty on all equipment and shall replace any defective or damaged equipment during the warranty period at no additional cost to the County.

2.1.3. All work performed under contract shall conform to accepted industry standards for accuracy and safety. Work shall be guaranteed for a minimum of one (1) year after

completion. Defective work shall be corrected at no additional cost to the County if the defect is discovered during the warranty period.

2.2 Repair Service: The contractor shall provide as needed, if needed repair service upon request of the County. The contractor shall be paid for time and materials for repair work performed outside the warranty period. Any repair work performed during the warranty period shall not be billable.

2.2.1. For repair parts and other miscellaneous parts that may be requested by the County, pricing shall be determined by applying the quoted discount or mark-up to the current manufacturer standard retail price or the contractor's list price, whichever is lower, for the item. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The contractor shall not impose a discount "floor." The County shall receive promotional and special pricing as may apply to the published MSRP or catalog list price at the time of purchase. The contractor shall provide documentation of list pricing with the invoice for repair or additional parts; the invoice to the County shall show the net price, i.e., it shall reflect the quoted discount or mark-up pricing applied to the then-current MSRP or catalog list price.

2.3. Contract Period: The contract period shall be from **the Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **two (2) one-year periods**, or any portion thereof, for as needed repair work. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

a. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.4. Pricing: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period with the exception of repair or additional parts pricing, see paragraph 2.2.1 herein. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

2.4.1. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

2.4.2. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

2.4.3. If renewal percentages are not provided, i.e., left "blank," or quoted as "zero," then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated always starting with the initial/original pricing.

- 2.5. **Service Location:** The contractor shall provide and install parking lot arms at the Boone County Circuit Courthouse parking lot located at 705 E. Walnut Street in Columbia, Missouri.
- 2.6. **Scheduling Of Service:** The contractor shall perform installation to minimize disruption of normal business activity at the Courthouse. The contractor shall understand and agree that the County will determine whether the contractor will perform during normal business hours or after hours, on weekend day(s) or holidays; the County shall fully coordinate with the contractor regarding the scheduling of work. All access must be coordinated with the Boone County Facilities Management Department. The contractor must obtain the County's approval prior to the initiation of any work or delivery of materials.
- 2.6.1. **Delivery of Service:** All service shall be performed in a timely manner within thirty (30) business days of the County's request or as otherwise scheduled and agreed between the contractor and the County. The contractor must communicate all delays of service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.
- 2.7. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards for the installation of parking lot arms. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.7.1. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.7.2. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday and at the completion of the project. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.7.3. **Project Completion, Final Inspection and Approval:** All work shall be completed in the time frame as represented on the Vendor Response and Pricing Pages.
- 2.7.4. The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.7.5. In the event any provisions of the contract are not fulfilled by contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice, and seek other remedies available to the County under the law.

2.8. **EQUIPMENT and SUPPLIES for SAFETY:** The contractor shall be responsible for providing safety equipment and supplies required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.

2.8.1. In addition, the contractor shall be responsible for providing all equipment appropriate to the task in order to successfully perform the parking lot arms installation on a timely basis.

2.9. **Property Damage:** The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.10. **Permits Requirement:** The contractor shall be responsible for obtaining any and all required permits in order to conduct parking lot arms installation under the contract. The contractor shall build the cost to obtain necessary permits into project pricing quoted on the Vendor Response and Pricing Pages.

2.11. **Insurance Requirements:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.11.1. **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.11.2. **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.11.3. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.11.4. **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.11.5. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.11.6. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.11.7. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not

limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.12. **Estimated Quantities:** The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.13. **Minimum Order Quantities Not Allowed:** The contractor shall not impose any minimum order quantity on the County regarding the purchase of any items under contract.
- 2.14. **Billing and Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed. Pricing shall include furnishing all equipment, materials, supplies, labor, and including rental equipment, all required insurance, and permit fees necessary to perform as described herein. No other costs shall be paid by the County. Travel costs and travel time shall not be billable nor invoiced to the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.14.1. The contractor shall be paid the specific quoted total project price shown on the Vendor Response and Pricing Pages for initial parking lot arms de-installation and installation. The contractor shall be paid on a time and materials basis for repair service requested by the County in accordance with pricing shown on the Vendor Response and Pricing Pages. Invoices shall be submitted to the Facilities Management Department at the following address:

Facilities Management

6113 E. Ash Street
Columbia, MO 65202

2.15. Employment of Unauthorized Aliens Prohibited:

2.15.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

2.15.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

2.15.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.16. Debarment and Suspension: By submission of its response to the County's RFB, the contractor shall agree to comply with the provisions of Executive Order 12549, regarding **Debarment and Suspension**. Specifically, the contractor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency, 2) have not within a three (3) year period preceding submission of the response been convicted of or had a civil judgment rendered against the contractor for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three (3) year period preceding this RFB response had one or more public transactions terminated for cause or default.

2.17. Certification of Non-Resident/Foreign Contractors: If the contractor is a foreign corporation or nonresident contractor, it shall be agreed that the contractor shall procure and maintain during the life of the contract, the following as applicable:

2.17.1. A certificate of authority to transact business in the State of Missouri from the Missouri Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

2.17.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

- 2.18. Sales/Use Tax Exemption:** The County will provide the contractor with a completed **Missouri Project Exemption and Missouri Tax Exemption** letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The contractor shall agree not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.19. Warranty & Guarantee:** The contractor shall warrant and guarantee to the Owner (i.e. County) that all work will be in accordance with the County contract documents and shall not be defective. All materials provided by the contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 2.19.1. Correction or Removal of Defective Work: If required by County, the contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed; or if the work has been rejected by County Department Designee, remove it from the site and replace it with non-defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).
- 2.19.2. One Year Correction Period: If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by

Written Amendment.

- 2.20. No Prevailing Wage and Bonding Requirements:** Because the project is estimated to be less than \$75,000.00, prevailing wage requirements do not apply. Because the project is estimated to be less than \$50,000.00, bid bond and payment bonds are not required.
- 2.21. Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 2.22. Discharge of Employees:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.
- 2.23. Subcontractors, Suppliers and Others:** The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to County as indicated below), whether initially or as a substitute, against whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the contractor has a reasonable objection.
- 2.23.1.** If the County requires identity of certain subcontractors, suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the County in advance of the specified date prior to the effective date of the agreement for acceptance by County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute, the quoted project total will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective Work.
- 2.24. Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of

Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

- 2.25. Legal Requirements:** The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State of Missouri, and the United States as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 2.26. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 2.26.1. The contractor shall agree to comply with all federal and state laws and regulations and local ordinances, and the contractor shall comply and cause each subcontractor and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with the contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.
- 2.27. Domestic Purchasing Policy:** The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of the bid response, the contractor certifies the contractor's compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.
- 2.28. Transient Employers:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.
- 2.29. Protection of Work:** The contractor shall take all necessary steps to protect the contractor's own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of contracted work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

- 2.30. Overhead Line Protection:** The contractor shall be and is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.31. OSHA Program Requirements:** The contractor shall be and is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.31.1. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project.
- 2.31.2. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.



County of Boone

Purchasing Department

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 Response Content:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 Submittal of Responses:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. Bid Opening:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. Response Clarification:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply

that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:

4.7. Federal Tax ID: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. PRICING

The bidder shall quote firm, fixed pricing in the available space below. Pricing shall include furnishing all equipment, including any rental equipment, materials, supplies, labor to de-install existing parking lot arms and to install the parking lot arms, all required insurance, and permit fees necessary to perform as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About the Brand Reference: The "Brand Reference" noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Pricing Line Item	MATERIALS, EQUIPMENT AND SUPPLIES Line Item Description	Estimated Quantity	Firm, Fixed Price Per Each Initial Contract Period
4.10.1.	Liftmaster Mega Arm (or equal) Barrier Price Per EACH Bidder should identify brand and model being bid in space provided:	2	\$

<p>4.10.2.</p>	<p>Liftmaster (or equal) minimum 12' Round Arm</p> <p>Price Per EACH</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>_____</p> <p>_____</p>	<p>2</p>	<p>\$</p>
<p>4.10.3.</p>	<p>Vehicle Presence Sensor</p> <p>Price Per EACH</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>_____</p> <p>_____</p>	<p>2</p>	<p>\$</p>
<p>4.10.4.</p>	<p>Transmitter</p> <p>Bidder should identify brand and model being bid in space provided:</p> <p>Price Per EACH</p> <p>_____</p> <p>_____</p>	<p>1</p>	<p>\$</p>
<p>4.10.5.</p>	<p>Remote - must be compatible and fully programmed for operation</p> <p>Price per EACH remote</p>	<p>30</p>	<p>\$</p>

	Bidder should identify brand and model being bid in space provided: _____		
4.10.6.	Other Materials and Supplies: Bidder must identify if any: _____	1	\$
4.10.7.	Sub-Total All Equipment, Materials and Supplies		\$

Pricing Line Item	LABOR - REGULAR BUSINESS HOURS, MONDAYS-FRIDAYS: The bidder shall designate applicable labor classification(s) and applicable hourly rate(s) for the project – hourly pricing quoted shall also apply to repair work	Estimated Project Hours (Bidder shall complete)	Firm, Fixed Per Hour Price – Regular Business Hours
4.10.8.	Sub-Total All Labor – Regular Business Hours		\$

Pricing Line Item	LABOR - AFTER REGULAR BUSINESS HOURS, MONDAYS-FRIDAYS; SATURDAYS, SUNDAYS AND HOLIDAYS: The bidder shall designate applicable labor classification(s) and applicable hourly rate(s) for the project – hourly pricing quoted shall also apply to repair work	Estimated Project Hours (Bidder shall complete)	Firm, Fixed Per Hour Price – After Regular Business Hours
4.10.9.	Sub-Total All Labor – After Regular Business Hours, Saturdays, Sundays, and Holidays		\$

4.10.10 **TOTAL PROJECT PRICE – REGULAR BUSINESS HOURS LABOR** – Quote a firm, fixed total project price that shall equal the combined subtotals shown above for all equipment, materials, supplies and labor necessary to complete the parking lot arms project, as well as include any other required costs such as for insurance coverage as defined herein, permits, etc.: \$ _____

Firm and Fixed Total

4.10.11 **TOTAL PROJECT PRICE – AFTER REGULAR BUSINESS HOURS, SATURDAYS, SUNDAYS, & HOLIDAYS LABOR** – Quote a firm, fixed total project price that shall equal the combined subtotals shown above for all equipment, materials, supplies and labor necessary to complete the parking lot arms project, as well as include any other required costs such as for insurance coverage as defined herein, permits, etc.: \$ _____ **Firm and Fixed Total**

4.10.12 **Repair Parts or Additional Parts**

The bidder shall quote either a DISCOUNT off MSRP or catalog pricing, or a MARK-UP over cost for repair parts and additional parts the County may request. The bidder must not quote both a discount and a mark-up.

Discount

_____ % Discount off MSRP or contractor’s list price

Mark one: Pricing shall be based on MSRP _____

Or Pricing shall be based off the contractor’s catalog price: _____

OR

Mark-Up

_____ % Mark-Up Over Cost

4.10.13 Renewal Options Price Adjustments – Applies to all line items except 4.10.11:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of two (2) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.13.1. Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.13.2. Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. **Project Time:**

Start Time: Identify the vendor’s response time to be on-site to begin the parking lot arm project after request from the County – receipt of a purchase order to begin work:

_____ Calendar Days After Receipt of Order (ARO)

On what date would installation work begin: _____

On what date would installation work be completed: _____

Indicate the total amount of time in workdays to complete the project: _____

4.13. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes or No

If “Yes” is circled, describe details about subcontractors below:

4.14. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform parking lot arms installation in compliance with regulating authorities. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.15. **Holidays:** Identify the holidays the vendor’s business observes:

- 4.16. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form – Other forms for completion follow

(Please complete and return with Bid Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.**

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

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

- _____ 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____ By __

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership joint venture
- corporation, incorporated under laws of the state of _____

Dated _____, 20 _____

Name of individual, all partners, or joint venturers:

Address of each:

Address of principal place of business in doing business under the name of:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation – show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY

TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20_____.



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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 49-30AUG19 – Parking Lot Arms with Remotes

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

416 -2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

September Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 24th day of September 2019

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 Contract Amendment Number One to Contract 35-06SEP17 – Records Storage and Management.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Pany
Fred J. Pany
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 13, 2019
RE: Amendment #1 to contract 35-06SEP17 - Records Storage and Management

Contract *35-06SEP17 - Records Storage and Management* was approved by commission for award to Underground Records Management of Columbia, Missouri on October 2, 2017, commission order # 432-2017.

This amendment includes a form for an agreement and consent to assignment of contract from Underground Records Management to Retrievox, Inc. It also renews the contract for the period October 1, 2019 through September 30, 2020.

This is a county-wide term and supply contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
FOR
RECORDS STORAGE AND MANAGEMENT**

The Agreement **35-06SEP17** dated the 2nd day of October 2017 made by and between Boone County, Missouri and **Con-Agg of Missouri DBA Underground Records Management** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **35-06SEP17** is hereby assigned to Retrievox, Inc. (FEIN 04-3408536) from Con-Agg of Missouri DBA Underground Records Management LLC (FEIN 43-1765061).
2. Contract shall renew for the period of October 1, 2019 through September 30, 2020.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

RETRIEVEX, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
Bradd Bartos
By: 35B4F8715E414C9

By: Boone County Commission

Title: Area Vice President, Operations

DocuSigned by:
Daniel K. Stal
BA4B934CED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. Duffane
56E9A0DDB0AC445...
County Counselor

DocuSigned by:
Brianna L Lennon by MT
7D82DA966BF8445...
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.)

DocuSigned by: <i>Diana Reedford by jj</i> <u>4147B4E3F1C847D...</u> Signature	9/16/2019 Date	1196/ 71525 – Term & Supply Appropriation Account
---	-------------------	--

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT
RECORDS STORAGE AND MANAGEMENT**

UNDERGROUND RECORDS MANAGEMENT
2604 N. STADIUM BLVD.
COLUMBIA, MO 65202
FEIN#: 43-1765061
(Assignor)

RETRIEVEX, INC.
2604 N. STADIUM BLVD.
COLUMBIA, MO65202
FEIN #: 04-3408536
(Assignee)

RE: Contract: 35-06SEP17 - Records Storage and Management

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.


The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

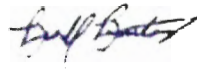
The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

UNDERGROUND RECORDS MANAGEMENT RETRIEVEX, INC.

By 
Printed Name: Brad George
Title: Manager Underground Records
Date: 8-11-19

By: 
Printed Name: Bradd Bartos
Title: Area Vice President, Operations
Date: 8/20/2019

4. Response Form

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below.

Company Name: Con-Agg of Missouri DBA Underground records Management LLC

Corporate Address: 2604 N. Stadium Blvd. Columbia, MO. 65255

Storage Facility Address: 2500 N. Stadium Blvd. Columbia, MO. 65255

Distance from Boone County Court House 5 miles.

Telephone: 573-446-1940 Fax: 573-234-2260

E-mail Address: Brad.George@conagg-mo.com

Federal Tax ID (or Social Security #): 431765061

Print Name: Brad George Title: Manager

Signature:  Date: 8-28-17

- Corporation
- Partnership – Name _____
- Individual/Proprietorship – Individual Name _____
- Other (Specify) _____

Note: This form must be signed. All signatures must be original and not photocopies.

The Bidder shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote. The County will not pay for any services, fees or charges not included on the pricing sheet.

4.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

Pricing for Circuit Clerk's Records:

4.2. Transfer Cost of Circuit Clerk's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all records detailed above from the County's current storage location site (Underground Records Management) to the Vendor location. *Initial move of our boxes shall include re-boxing and labeling per Vendor's system to file at Vendor's location.*
\$ 0.00 Lump Sum for 2,971 boxes.

4.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.

Yes
 Cost (if any) \$ 0.00

4.3. Monthly Storage:

- a. Standard Box \$ 0.20 each
- b. Long Box \$ 0.28 each
- c. Metal File Cabinet \$ 1.12 each
- d. Record Book \$ 0.20 each
- e. Fed Ex Box \$ 0.20 each

4.4. Secure, locked room (accessible only to Boone County designated staff Records Storage per Month:

- a. Standard Box \$ 0.38 each
- b. Long Box \$ 0.56 each
- c. Metal File Cabinet \$ 2.24 each
- d. Record Book \$ 0.38 each
- e. Fed Ex Box \$ 0.38 each

4.5. Vendor Pickup and/or Delivery Service:

- a. File/Document \$ 15.00 each round trip plus \$1.00 per item after the first item included in delivery
- b. Box \$ 15.00 each round trip plus \$1.00 per item after the first item included in delivery

4.6. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

- a. File/Document \$ 0.00 each
- b. Box \$ 0.00 each

4.7 State other fees the County may occur if other County departments utilize this contract.

- a. Set-Up Fees - Open Account \$ 0.00 each
- b. (Initial/Final) – Close Account \$ 0.00 each
- c. Other: _____ \$ _____ each

4.8. Pickup/Delivery Round Trip:

- a. County Court House \$ 15.00 each
- b. County Government Center \$ 15.00 each
- c. County Johnson Building \$ 15.00 each
- d. County Public Works (south) \$ 15.00 each
- e. County Public Works (north) \$ 15.00 each
- f. County Sheriff Department \$ 15.00 each
- g. County Juvenile Justice Center \$ 15.00 each

4.9. Emergency Delivery Service: \$ 35.00 each
 (one (1) hour record withdrawal and delivery service)

4.10. Receiving/Handling for boxes picked up after the initial move:
 (Preparing inventory, indexing, labeling, placing on shelving) \$ 1.60 box

4.11. Inventory Listing: \$ 0.00

4.12. Temporary Withdrawal from storage:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

4.13. Permanent Withdrawal from Storage:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

4.14. Re-filing:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

4.15. Facsimile Transmission of County records (per page): \$ 0.25 page

4.16. Photocopy Services (per page):

- a. Copying Done by Vendor \$ 1.00 page
- b. Copying Done by County staff \$ 0.25 page

4.17. Records Destruction, including pick-up: (recycling only)

- a. Standard Box \$ 3.60 each
- b. Long Box \$ 7.20 each
- c. Metal File Cabinet \$ 7.20 each
- d. Record Book \$ 3.60 each
- e. Fed X Box \$ 3.60 each

4.18. Records Shredding (per pound):

- a. Paper \$ 0.08 pound
- b. Mixed-Media \$ N/A pound

4.19. Termination Costs:

- a. fixed cost per cubic foot of stored records: \$ 0.00 /cubic foot

Pricing for Recorder of Deeds Microfilm Boxes and Cabinets:

Odd size boxes include the following sizes:

- 14x14x16
- 17x14x13

Metal Aperture Card Cabinets, 19x29x40

4.20. Transfer Cost of Recorder's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all Recorder of Deed's records from the County's current storage location site (Underground Records Management) to the Vendor location. Initial move of our boxes shall include re-boxing and labeling per Vendor's system to file at Vendor's location.

\$ 0.00 Lump Sum

4.21. Media Vault (secure, locked vault, accessible only by authorized Boone County personnel) Monthly Storage:

- a. Odd Size Box \$ 0.55 each
- b. Metal Aperture Card Cabinet \$ 2.24 each

4.22. Vendor Pickup and/or Delivery Service -- Boone County Government Center:

- a. Odd Size Box \$ 15.00 each round trip plus \$1.00 per item after the first item included in delivery
- b. Metal Aperture Card Cabinet \$ N/A each due to weight safety URM will not move, URM can coordinate 3r

4.23. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

- a. Odd Size Box \$ 0.00 each

b. Metal Aperture Card Cabinet \$ 0.00 each

4.24. State other fees the County may occur if other County departments utilize this contract.

- a. Set-Up Fees - Open Account \$ 0.00 each
- b. (Initial/Final) – Close Account \$ 0.00 each
- c. Other: _____ \$ _____ each

4.25. Pickup/Delivery Round Trip:

County Government Center \$ 15.00 each plus \$1.00 per item after the first item included in de

4.26. Emergency Delivery Service: \$ 35.00 each

4.27. Receiving/Handling for boxes picked up after the initial move:

(Preparing inventory, indexing, labeling, placing on shelving)

\$ 1.60 box
 \$ 1.60 cabinet

4.28. Inventory Listing: \$ _____

4.29. Temporary Withdrawal from storage:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.30. Permanent Withdrawal from Storage:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.31. Re-filling:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.32. Termination Costs:

- a. fixed cost per cubic foot of stored records \$ 0.00 /cubic foot

4.33. Additional Information Required:

a. Construction: The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided:

1. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. Floor Construction: 8 inch thick concrete floor
2. Walls surrounding the record storage area shall be four-hour fire resistant. Wall Construction: natural limestone rock facility
3. Roof shall be of non-combustible construction and leak proof. Roof Construction: natural limestone facility

b. **Security:** Vendor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Vendor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.

1. **Note:** *Prior to the final award of this bid, the County may arrange a site visit to check the facility where the County's records will be stored. The County reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 24th day of September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 31-19AUG19 – Lobby Countertop with Installation for the Boone County Detention Center to Seville Woodworks of Columbia, Missouri.

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

Done this 24th day of September 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Jarret M. Thompson
Jarret M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 12, 2019
RE: 31-19AUG19 – Lobby Countertop with Installation for the Boone County Detention Center

Request for Proposal RFP 31-19AUG19 solicited proposals for a Lobby Countertop with Installation for the Boone County Detention Center. One proposal was received from Seville Woodworks of Columbia, Missouri. The proposal from Seville meets requirements and is acceptable to the Sheriff's Office for award of contract.

It is noted for the record that the County Purchasing Department tried to obtain competitive offers by advertising the RFP and posting it on the Purchasing website. Only the one response was received.

The initial contract period will run from the Date of Award through December 31, 2019.

Payment will be paid from the following Department/Account:

- Department 6100, Facilities Maintenance/Account 60100 – Building Repairs/Maintenance – Total: \$ 13,980.00

/lp

cc: Doug Coley
Jody Moore
Gary German
File

**PURCHASE AGREEMENT
FOR
LOBBY COUNTERTOP INCLUDING INSTALLATION**

THIS AGREEMENT dated the 24th day of September 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Seville Woodworks** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Lobby Countertop Including Installation**, County of Boone Request for Proposal number **31-19AUG19** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Attachments One and Two, and Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **August 28, 2019** executed by **Chrissy Jones**, 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 the 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, Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Attachments One and Two, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2019 or project completion, whichever occurs sooner.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the specified Lobby Countertop with Installation at the Boone County Detention Center for a total firm fixed price of \$13,980.00.

4. Delivery of Service - The Contractor agrees to deliver services and perform work upon request of the County and to adhere to project completion times represented in the Contractor's proposal response.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Office. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

SEVILLE WOODWORKS

DocuSigned by:
 by Chrissy Jones
 AFC9639CCE38443...
 title COO

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
David K. Stal
 BA196340E06E4EB...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Dohane
 by: Charly J. Dohane
 36E0A0DB50AC443...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
 7D82DA966BF6495...
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: \$13,980.00

DocuSigned by: <u>June E Pitchford by JF</u> Signature 8024B084EE7A483...	<u>9/12/2019</u> Date	_____ Appropriation Account
--	--------------------------	--------------------------------

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

Commission Order # _____

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



ADDENDUM #1 to RFP#31-19AUG19

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 31-19AUG19 – Lobby Countertop Including Installation

ADDENDUM # 1 - Issued August 13, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 31-19AUG19:

- 1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. August 19, 2019

CHANGED TO: 2:00 P.M. Central Time August 26, 2019

Sealed proposals will be accepted until **2:00 P.M. Central Time on Monday, August 26, 2019** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

- 2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Monday, August 26, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

- 3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **August 26, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County’s proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

12. Paragraph 3.2.1(j) is **ADDED** as follows:

j. Color-compatible window caulking shall be provided and incorporated into the installation;

13. Paragraph 3.4.3 is **ADDED** as follows:

3.4.3 As part of project installation, the contractor shall clean-up any wall surfaces that may require old caulk or other material to be removed to provide a finished appearance.

14. Paragraph 3.4.4 is **ADDED** as follows:

3.4.3 Time is of the Essence: Time is an essential feature of the contract. The contractor shall complete lobby countertop installation within the timeframe as represented on the Vendor Response and Pricing Pages. The contractor shall agree to begin work not later than the represented date and to complete the work within the time specified or such additional time as may be allowed by the County. If the contractor fails to complete the work in the represented time frame, or as otherwise allowed by the County, the contractor shall be found in breach of contract and the County shall pursue all remedies available under the law.

15. **REPLACE** items 5.1 Pricing with the following:

5.1. PRICING:

The offeror must submit a **total guaranteed not to exceed** price that includes all labor, support, materials and supplies necessary to successfully complete the total countertop replacement project as specified herein.

Line Item 1: Total Guaranteed Not to Exceed Project Price: \$ 15,900.00

Quote a **total guaranteed not to exceed** price for provision of the lobby countertop, supports, all installation materials and supplies, all labor and all other personnel support necessary to successfully perform all work specified herein including any necessary permits. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

NOTE: *The offeror shall provide an itemization of the total guaranteed not to exceed project price on the tables from the original RFP, and include the itemization in the sealed proposal along with other information requested on the original Vendor Response and Pricing Pages. An additional question the offeror should respond to in the proposal is below:*

16. *The offeror should address below what the County needs to do to prepare for the lobby countertop installation, e.g., move computers, phones, etc:*

*Everything needs to be removed from top of counter tops
and from below.*

17. Paragraph 2.1.4 is **REVISED** as follows:

2.1.2 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote **total guaranteed not to exceed** pricing for on the Vendor Response and Pricing Pages for the countertop, supports, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.

18. Paragraph 3.15.8 is **REVISED** as follows:

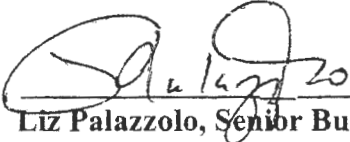
3.15.8 Pricing: The contract will be awarded on a **total guaranteed not to exceed** price basis for the entirety of the initial/original contract period.

19. The County received the following question and is providing the following response:

A: "How long does an MSHP security clearance last?"

Response: An MSHP security clearance remains on file with the MSHF for 90-days. A public entity such as the Boone County Sheriff's Department has the option of observing a security clearance for a longer period of time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #31-19AUG19, Lobby Countertop **Including Installation** receipt of which is hereby acknowledged:

Company Name: Seville Woodworks

Address: 1514 170 Complex Ct

City & State: Columbia, MO

Phone Number: 573-442-4425 Fax Number: 573-442-5388

E-mail: office@sevillewoodworks.com

Authorized Representative Signature Chrissy Jones Date: 8/28/19

Authorized Representative Printed Name: Chrissy Jones



ADDENDUM #2 to RFP#31-19AUG19

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 31-19AUG19 – Lobby Countertop Including Installation

ADDENDUM # 2 - Issued August 26, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 31-19AUG19:

- 1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. August 26, 2019

CHANGED TO: 2:00 P.M. Central Time August 29, 2019

Sealed proposals will be accepted until **2:00 P.M. Central Time on Thursday, August 29, 2019** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

- 2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Thursday, August 26, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

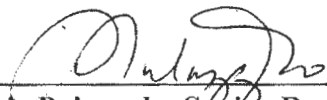
- 3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **August 29, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County’s proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

4. Paragraph 4.1.1(b) is REVISED as follows:

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on August 29, 2019**. Proposals will not be accepted after this date and time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #2** to Request for Proposal #31-19AUG19, Lobby Countertop **Including Installation** receipt of which is hereby acknowledged:

Company Name: Seville Woodworks

Address: 1516 170 Complex Ct

City & State: Columbia MO

Phone Number: 573-442-4428 Fax Number: 573-442-5388

E-mail: office@sevillewoodworks.com

Authorized Representative Signature:  Date: 8/28/19

Authorized Representative Printed Name: Chrissy Jones

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR LOBBY COUNTERTOP INCLUDING INSTALLATION

RFP # 31-19AUG19

Release Date: July 18, 2019

**Includes Pre-proposal Conference with Site Visit
Scheduled for Thursday, August 8, 2019 starting at 9:00A.M.**

**Proposal Submittal Deadline:
August 19, 2019
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 31-19AUG19 – LOBBY COUNTERTOP INCLUDING INSTALLATION

Sealed proposals will be accepted until **2:00 P.M. on August 19, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

***Insertion: Thursday, July 18, 2019
COLUMBIA MISSOURIAN***



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with countertops and installation as detailed herein.

1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **August 19, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late bids may be returned unopened if the vendor requests within ten (10 business days after bid opening. All returns will be made at the vendor's expense.

1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.

1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.

1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **August 19, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation

package is complete, i.e., the offeror has all addenda and attachments as applicable. *The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.*

- 1.7 Guideline for Written Questions: *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., August 14, 2019* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

- 1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- 1.9 Preproposal Conference and Site Tour: **A preproposal conference and site tour of the Boone County Detainee Center** located at 2121 County Drive in Columbia, Missouri will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring the countertops and ask questions about the County's requirements. **The Preproposal Conference and Tour will be conducted at 9:00 A.M. on Thursday, August 8, 2019.**
- a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Brand Name or Equal:

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Detention Center.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for a **Lobby Countertop Including Installation for the Boone County Detention Center** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts including a separate download for the prevailing wage order:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) Attachments One and Two – Security Background Checks
- 10) “No Bid” Response Form
- 11) Boone County Standard Terms and Conditions

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide the lobby countertop, conduct site-preparation by removing and disposing of the existing countertop, and installing the new lobby countertop at the Boone County Detention Center.

2.1.4 The County of Boone - Missouri, hereafter referred to as “County,” proposes to contract with an individual or organization, hereinafter referred to as the “contractor.” Offerors responding to this RFP are required to quote firm and fixed pricing for on the Vendor Response and Pricing Pages for the countertop, supports, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.

2.2. Background Information:

2.2.1 Background: The Boone County Detention Facility located at 2121 County Drive in Columbia, Missouri is an adult detention facility that provides safe and secure incarceration of persons taken into confinement by order of a qualified court or as otherwise allowed by law. The Boone County Detention Center serves as the local detention facility for adult male and female inmates of various classifications including pre-trial and pre-sentence status, sentenced status, and post-sentence status and civil commits. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.



3. SCOPE OF WORK:

*Staff to handle
prep - all items off tops.*

3.1 General Requirements:

3.1.1 The contractor shall provide and install a new countertop, including all materials and supplies necessary for successful completion, to replace the existing countertop currently in place in the lobby at the Boone County Detention Center.

- a. The contractor shall be responsible for providing all necessary countertop supports as part of the project and total project price. The contractor shall provide A&M Hardware (or equal) concealed bracket type supports that allow the for a free-standing countertop, which may require steel reinforcement support of the surface capable of holding significant weight and consistent load for supporting cash registers, computer workstations, and various other office equipment 24X 7X 365.
- b. All work shall be performed on Saturdays and/or Sundays in order to minimize business operations at the Boone County Detention Center.

3.1.2 The contractor shall remove and dispose of existing the existing lobby countertop at the Boone County Detention Center. All disposal shall comply with all applicable local, state and federal laws, rules and regulations. Costs of removal and disposal shall be built into the total project cost quoted on the Vendor Response and Pricing Pages of the contract; the County shall not pay additionally for removal and disposal.

3.1.3 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for countertops removal and installation.

3.2 Lobby Countertop Requirements:

3.2.1 The contractor shall provide a countertop for the lobby that meets the following specifications:

- a. Durasein Solid Surface, or approved equal;
- b. Color: Any one of the following: Cumberland or equal;
- c. Back Side (Staff Side) Countertop Size: Minimum 218"(l) X 24"(w)
- d. Minimum 4" set-on backsplash on each side of window; minimum 1 side-splash, 1-1/2" front, with support brackets
- e. Pencil Drawers: Minimum three (3) plastic laminate pencil drawers, minimum 14" wide X 3-1/2" tall;
- f. Supports: Suitable for use with Solid Surface, plastic-laminate clad, black (see also paragraph 3.1.1(a) herein);
- g. Front Side (Lobby Side) Countertop Size: Minimum 144"(l) X 12"(w) with angles at both ends;
- h. Minimum 5" front apron-finished on bottom

- i. Minimum three (3) cut-outs for deal trays: two of three trays shall be re-used, and one (1) new tray must be provided, measuring a minimum 12" wide X 16" long X 2" deep which shall fit into existing cut-out space without changing the wall cut-out.

3.3 Site Preparation Requirements:

- 3.3.1 Site Preparation: At no additional cost to the County, and prior to installation of any countertop, the contractor must remove and dispose of the old countertop (see also paragraph 3.1.2).
- 3.3.2 The contractor shall remove anything such as paint, sealer, grease, oil and other materials that will interfere with successful installation of the countertop. No installation shall occur if the installation site is not considered clean, i.e., without full removal of all pre-existing site materials and residuals.
- 3.3.3 The contractor must patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
- 3.3.4 As necessary, the contractor must install temporary signage, reflectorized striped safety tape, etc. in work areas as may be needed for safety.

3.4 Installation Requirements and Responsibilities:

- 3.4.1 The contractor shall fully install the countertop in accordance with all applicable manufacturer recommendations using experienced personnel.
- 3.4.2 All installation must be coordinated with the County's designees including the Sheriff's Department and, as applicable, the County Information Technology Department.

3.5 Repair and Clean-Up Responsibilities As Result of Contract Work:

- 3.5.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor's employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.
 - a. Disposal of Construction and Demolition Waste: The contractor shall be responsible for disposal of waste (old countertop, etc.) in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste shall remain on site. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. Upon completion of installation, the contractor shall return all moldings to the original locations.
 - b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.

- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.

3.6 Repair or Replacement of Damaged Product:

3.6.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to Boone County. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3.7 Warranty:

3.7.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. All materials provided by the contractor shall be new material and of high quality. At minimum, the contractor shall provide the manufacturer's standard product warranty on all countertops and other materials/supplies used to complete the project.

- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding products purchased under the contract.
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty shall commence upon delivery and acceptance of the item(s) by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
- e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
 - 1) Correction or Removal of Defective Work: Regarding installation work conducted on the project, if required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

3.8 Contractor Employee Screening and Security, and Employment

3.8.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed in **Attachments One and Two**. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

3.9 General Employee Conduct Requirements:

3.9.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.

3.9.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

3.10 Invoice and Payment Requirements:

3.10.1 The contractor must submit an itemized invoice upon completion of the countertop installation and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.

3.10.2 The contractor's invoice and as applicable packing slips and delivery tickets must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.

3.10.3 Payments: For any project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:

- a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
- b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
- c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.
- d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract shall be paid by the contractor, and the total amount of such costs must be included in the total project cost.
- e. The contractor shall pay for all materials, supplies, services, and equipment as follows:
 - 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
 - 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.10.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not

directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3.10.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

3.11 Work Changes:

3.11.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the County, either (a) by an acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own staff or under separate contract with another contractor.

3.12 Transient Employers:

3.12.1 Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

3.13 Protection of Work:

3.13.1 The contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects,

rotating machinery, electric lines and other conditions which might prevent unusual hazard.

3.14 Insurance Requirements:

3.14.1 The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- a. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - i. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business

Auto Liability. The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- d. **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- g. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- h. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - i. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - ii. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its

subcontractors, the County shall have the right to cancel and terminate the contract without notice.

- iii. **Certificate Holder:** The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

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

3.15 Other Contract Terms and Conditions:

3.15.1 Assignment/Conveyance/Transfer of Contract: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.15.2 Assignment of Payment: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

- a. No assignment by the contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

3.15.3 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal.

3.15.4 Liquidated Damages: Liquidated damages in the amount of \$100.00/day will be assessed for all calendar days exceeding the project completion date at the sole discretion of the County.

3.15.5 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of

Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

- 3.15.6 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.15.7 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 3.15.8 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.
- 3.15.9 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.15.10 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 3.15.11 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 3.15.12 Legal Requirements: The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 3.15.13 Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein. The contractor shall comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with the contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

3.15.14 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

3.15.15 Overhead Line Protection: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand and agree that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3.15.16 OSHA Program Requirements: The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the contractor on-site which meets the requirements of 292.675 RSMo.

- a. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- b. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on August 19, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the

evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

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

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County.

The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience and Reliability: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing countertops including installation to other customers including public entities such as Boone County.

- a. Name other customers and/or government agencies/municipalities for which the vendor has provided countertops and installation in the last three (3) years and provide a current contact name, email address and phone number for each account.

4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the countertops project at the Boone County Detention Center. The offeror is provided a section on the Vendor Response and Pricing Pages where the offeror is strongly encouraged to confirm adherence to each stated RFP requirements and to also elaborate as necessary. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words “must” or “shall” are used, they signify a required minimum function of system capacity that will heavily impact the offeror’s final response rating. Where the words “should,” “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror’s final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor “Complies” or “Understands” the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor’s product capabilities.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: Seville Woodworks

Address: 1516 170 complex Pt
Columbia MO 65201

Telephone: 573-442-4425 Fax: 573-442-5388

Federal Tax ID (or Social Security #): 90-1038905

Print Name: Chrissy Jones Title: COO

Signature: Chrissy Jones Date: 8/28/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Chrissy Jones office@sevillewoodworks.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

Yes No

5.1. PRICING:

The offeror must submit firm, fixed pricing that includes all labor, support, materials and supplies necessary to successfully complete the total countertop replacement project as specified herein.

Line Item 1: Total Project Price: \$ 13,980.00

Quote a total firm, fixed price for provision of the lobby countertop, supports, all installation materials and supplies, all labor and all other personnel support necessary to successfully perform all work specified herein including any necessary permits. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space:

Lobby Countertop:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Countertops	2		9120.00
Supports	6	45.00	270.00
P.L.M.			370.00
Installation			3895.00
Dealt tray	1	325.00	325.00
Total Price Lobby Countertop			\$ 13,980.00

All Other Cost Components (Identify other cost components, quantity, and unit price below included in the total price quoted as line item 1):

Identification of Item	Quantity	Unit Price Per Each	Sub-Total for The Specific Item
Total Price for All Other Cost Components			\$

Note: The itemized total prices must equal the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of countertops and installation similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: Little Dixie Construction

Contact Name: John Stases

Contact's Title: OWNER

City: Columbia State: MO

Telephone Number and Area Code: 573-449-7200

E-mail Address: _____

Description of Equipment/Services Furnished: casework

Availability of Reference: _____

Company/Entity Name: Professional Contractors & Engineers, Inc.

Contact Name: Wade Horn

Contact's Title: Owner

City: Columbia State: MO

Telephone Number and Area Code: 573-442-1113

E-mail Address: _____

Description of Equipment/Services Furnished: Casework

Availability of Reference: _____

5.3 Proposed Method of Performance and Contractor Support

Delivery:

1) **Time for Delivery of Work Materials to Site:**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If the vendor's delivery is not 30-calendar days, the vendor should state the number of calendar days after receipt of the County's purchase order before all materials will be delivered to the work site:

45 calendar days ARO for countertop, materials and supplies.

- 2) **Project Start Date:** Countertop installation shall begin 45 calendar days after receipt of the County's Purchase Order (ARO) and Notice to Proceed are Received by the Vendor.
- 3) **Project Completion Date:** Countertop installation shall be completed within 50 calendar days after the project start date.

Project Time Line Detail:

The vendor should identify below each task to complete the countertops project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count – total number of days itemized here should equal the information stated above)
Back side	Tear out & Reinstall	1
Front side	Tear out & Reinstall	1

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the countertops, providing direct contact information, days/hours of availability including time to be on-site if needed:

Chrissy Jones, COO, 573-442-4425, office@sevillewoodworks.com
M-F 7-3:30

In-Stock Now:

Address in the space provided what materials the vendor has on-hand and in-stock:

All materials, supplies will come from stock

Direct or Subcontracted Work:

Address in the space provided if the countertop and countertop installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location, and identify the specific work the subcontractor(s) will perform.

Staff only, no sub. contractors will be used

Warranties:

The vendor should state the warranty periods below specific to the countertop. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Countertop/Materials: 10 yrs

Warranty on Labor: 1 yr

(The vendor should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

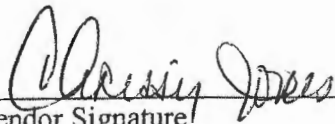
The undersigned certifies, to the best of his or her knowledge and belief, that:

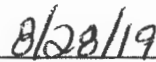
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature


Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

http://www.uscis.gov/files/nativedocuments/save_nou.pdf

Additional information may be obtained from:

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

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

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

County of Boone)
)ss
State of Mo)

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

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

Catherine Jones 8/29/19
Affiant Date

Catherine Jones
Printed Name

Subscribed and sworn to before me this 29 day of August, 2019.

Courtney Green
Notary Public

COURTNEY GREEN
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 12/26/2022
Commission # 18597433

CERTIFICATION OF INDIVIDUAL BIDDER

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

Options

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

Chrissy Jones 9/26/19 Chrissy Jones
 Applicant Date Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ATTACHMENT ONE

Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.

ATTACHMENT TWO



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Sandra K. Karsten, Superintendent



An
Internationally
Accredited
Agency

Eric R. Greitens
Governor

Charles A. (Drew) Juden
Director

Date

Name

Company

Address

Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card

Under Employer and Address – must indicate Company Name

Under Reason Fingerprinted – must indicate Contractor

Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
Attn: Accounting Unit, Nikki Wrinkles
1510 East Elm Street
Post Office Box 9500
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the www.cjisonline.com portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

enc



"No Bid" Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

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

Bid: RFP #31-19AUG19 – Lobby Countertop with Installation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

End of Document



Company ID Number: 957475

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Seville Woodworks
Company Facility Address	1516 I-70 Complex Ct Columbia, MO 65201
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	901038905
North American Industry Classification Systems Code	321
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number: 957475

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

MISSOURI 1 site(s)



Company ID Number: 957475

Approved by:

Employer Seville Woodworks	
Name (Please Type or Print) Catherine C Jones	Title
Signature Electronically Signed	Date 03/23/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/23/2016

MISSOURI

DRIVER LICENSE



Via Reg

9 CLASS **F** 4b EXP **10/11/2021**
4d DL NO. **J211344003** 3 DOB **10/11/1968**

1 **JONES**
2 **CATHERINE CHRISTINE**
8 **406 PARKWOOD CT.**
COLUMBIA, MO 65203

9a END **NONE**
12 RESTRICTIONS **NONE**
15 SEX **F** 17 WGT **180 lb** 4a ISS **10/19/20**
16 HT **5'-04"** 18 EYES **BLU**

Cashan Jones

5 DD **152112920195**

DONOR



ADDENDUM #2 to RFP#31-19AUG19

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

Request for Proposal 31-19AUG19 – Lobby Countertop Including Installation

ADDENDUM # 2 - Issued August 26, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 31-19AUG19:

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. August 26, 2019

CHANGED TO: 2:00 P.M. Central Time August 29, 2019

Sealed proposals will be accepted until **2:00 P.M. Central Time on Thursday, August 29, 2019** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Thursday, August 26, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

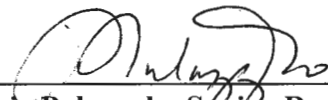
3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **August 29, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

4. Paragraph 4.1.1(b) is REVISED as follows:

4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on August 29, 2019**. Proposals will not be accepted after this date and time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #2** to Request for Proposal **#31-19AUG19, Lobby Countertop Including Installation** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



ADDENDUM #1 to RFP#31-19AUG19

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 31-19AUG19 – Lobby Countertop Including Installation

ADDENDUM # 1 - Issued August 13, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 31-19AUG19:

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. August 19, 2019

CHANGED TO: 2:00 P.M. Central Time August 26, 2019

Sealed proposals will be accepted until **2:00 P.M. Central Time on Monday, August 26, 2019** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Monday, August 26, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **August 26, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

4. Paragraph 4.1.1(b) is **REVISED** as follows:
 - 4.1.1(b) The proposals must be delivered no later than **2:00 P.M. on August 26, 2019**. Proposals will not be accepted after this date and time.
5. Paragraph 3.1.1(b) is **REVISED** as follows:
 - 3.1.1(b) All work shall be performed on Saturdays and/or Sundays, *or on holidays* in order to minimize *interruption* of business operations at the *Boone County Sheriff's Department*.
6. Paragraph 3.1.2 is **REVISED** as follows (text deleted with correction):
 - 3.1.2 The contractor shall remove and dispose of the existing lobby countertop at the Boone County *Sheriff's Department*. All disposal shall comply with all applicable local, state and federal laws, rules and regulations. Costs of removal and disposal shall be built into the total project cost quoted on the Vendor Response and Pricing Pages of the contract; the County shall not pay additionally for removal and disposal.
7. Paragraph 3.2.1(b) is **REVISED** as follows:
 - b. Color: *Complementary to existing stone and tile colors with the final color to be determined by the Boone County Sheriff or his designate*, examples include "Cumberland" or equal;
8. Paragraph 3.2.1(e) is **REVISED** as follows:
 - e. Pencil Drawers: Minimum *two (2)* plastic laminate pencil drawers, minimum 14" wide X 3-1/2" tall, *equipped with low-profile single drawer knob – pull and placed centered on the two window dividers*;
9. Paragraph 3.2.1(f) is **REVISED** as follows (text deleted):
 - f. Supports: Suitable for use with Solid Surface (see also paragraph 3.1.1(a) herein);
10. Paragraph 3.2.1(g) is **REVISED** as follows:
 - g. Front Side (Lobby Side) Countertop Size: *Minimum width 188" wide on the reception counter window, minimum 12" (depth) with radius corners and rounded edges. The bottom must be enclosed using a suitable laminate material that will aid prevention of tampering and also provides a finished appearance from the underside.*
11. Paragraph 3.2.1(i) is **REVISED** as follows:
 - a. Minimum three (3) cut-outs for deal trays: *the two side trays shall be re-used, and one (1) new center tray must be provided, minimum 14"X16" drop-in counter recessed bullet-resistant deal tray with a sloped profile on the public side to facilitate the public and County staff trading materials such as U.S. currency and small items, etc. The inside of the tray must have a sliding cover that is capable of sealing-off the deal tray as needed. The new tray shall be similar in design and appearance to the two existing deal trays that are to be re-used. Brand reference: Cibullet or equal.*

12. Paragraph 3.2.1(j) is **ADDED** as follows:

j. Color-compatible window caulking shall be provided and incorporated into the installation;

13. Paragraph 3.4.3 is **ADDED** as follows:

3.4.3 As part of project installation, the contractor shall clean-up any wall surfaces that may require old caulk or other material to be removed to provide a finished appearance.

14. Paragraph 3.4.4 is **ADDED** as follows:

3.4.3 Time is of the Essence: Time is an essential feature of the contract. The contractor shall complete lobby countertop installation within the timeframe as represented on the Vendor Response and Pricing Pages. The contractor shall agree to begin work not later than the represented date and to complete the work within the time specified or such additional time as may be allowed by the County. If the contractor fails to complete the work in the represented time frame, or as otherwise allowed by the County, the contractor shall be found in breach of contract and the County shall pursue all remedies available under the law.

15. **REPLACE** items 5.1 Pricing with the following:

5.1. PRICING:

The offeror must submit a **total guaranteed not to exceed** price that includes all labor, support, materials and supplies necessary to successfully complete the total countertop replacement project as specified herein.

Line Item 1: Total Guaranteed Not to Exceed Project Price: \$ _____

Quote a **total guaranteed not to exceed** price for provision of the lobby countertop, supports, all installation materials and supplies, all labor and all other personnel support necessary to successfully perform all work specified herein including any necessary permits. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

NOTE: *The offeror shall provide an itemization of the total guaranteed not to exceed project price on the tables from the original RFP, and include the itemization in the sealed proposal along with other information requested on the original Vendor Response and Pricing Pages. An additional question the offeror should respond to in the proposal is below:*

16. The offeror should address below what the County needs to do to prepare for the lobby countertop installation, e.g., move computers, phones, etc:

17. Paragraph 2.1.4 is **REVISED** as follows:

2.1.2 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote **total guaranteed not to exceed** pricing for on the Vendor Response and Pricing Pages for the countertop, supports, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.


18. Paragraph 3.15.8 is **REVISED** as follows:

3.15.8 **Pricing:** The contract will be awarded on a **total guaranteed not to exceed** price basis for the entirety of the initial/original contract period.

19. The County received the following question and is providing the following response:

A: "How long does an MSHP security clearance last?"
Response: An MSHP security clearance remains on file with the MSHP for 90-days. A public entity such as the Boone County Sheriff's Department has the option of observing a security clearance for a longer period of time.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #31-19AUG19, **Lobby Countertop Including Installation** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR LOBBY COUNTERTOP INCLUDING INSTALLATION

RFP # 31-19AUG19

Release Date: July 18, 2019

**Includes Pre-proposal Conference with Site Visit
Scheduled for Thursday, August 8, 2019 starting at 9:00A.M.**

**Proposal Submittal Deadline:
August 19, 2019
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 31-19AUG19 – LOBBY COUNTERTOP INCLUDING INSTALLATION

Sealed proposals will be accepted until **2:00 P.M. on August 19, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Thursday, July 18, 2019
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with countertops and installation as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **August 19, 2019** to:
- Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late bids may be returned unopened if the vendor requests within ten (10 business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **August 19, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.
- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation

package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

- 1.7 **Guideline for Written Questions:** ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., August 14, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

- 1.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- 1.9 **Preproposal Conference and Site Tour:** **A preproposal conference and site tour of the Boone County Detainee Center** located at 2121 County Drive in Columbia, Missouri will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring the countertops and ask questions about the County's requirements. **The Preproposal Conference and Tour will be conducted at 9:00 A.M. on Thursday, August 8, 2019.**
- a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Brand Name or Equal:

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Detention Center.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 **Introduction:**

2.1.1 This document constitutes a request for sealed proposals for a **Lobby Countertop Including Installation for the Boone County Detention Center** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts including a separate download for the prevailing wage order:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) Attachments One and Two – Security Background Checks
- 10) “No Bid” Response Form
- 11) Boone County Standard Terms and Conditions

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide the lobby countertop, conduct site-preparation by removing and disposing of the existing countertop, and installing the new lobby countertop at the Boone County Detention Center.

2.1.4 The County of Boone - Missouri, hereafter referred to as “County,” proposes to contract with an individual or organization, hereinafter referred to as the “contractor.” Offerors responding to this RFP are required to quote firm and fixed pricing for on the Vendor Response and Pricing Pages for the countertop, supports, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.

2.2. Background Information:

2.2.1 Background: The Boone County Detention Facility located at 2121 County Drive in Columbia, Missouri is an adult detention facility that provides safe and secure incarceration of persons taken into confinement by order of a qualified court or as otherwise allowed by law. The Boone County Detention Center serves as the local detention facility for adult male and female inmates of various classifications including pre-trial and pre-sentence status, sentenced status, and post-sentence status and civil commits. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall provide and install a new countertop, including all materials and supplies necessary for successful completion, to replace the existing countertop currently in place in the lobby at the Boone County Detention Center.
- a. The contractor shall be responsible for providing all necessary countertop supports as part of the project and total project price. The contractor shall provide A&M Hardware (or equal) concealed bracket type supports that allow the for a free-standing countertop, which may require steel reinforcement support of the surface capable of holding significant weight and consistent load for supporting cash registers, computer workstations, and various other office equipment 24X 7X 365.
 - b. All work shall be performed on Saturdays and/or Sundays in order to minimize business operations at the Boone County Detention Center.
- 3.1.2 The contractor shall remove and dispose of existing the existing lobby countertop at the Boone County Detention Center. All disposal shall comply with all applicable local, state and federal laws, rules and regulations. Costs of removal and disposal shall be built into the total project cost quoted on the Vendor Response and Pricing Pages of the contract; the County shall not pay additionally for removal and disposal.
- 3.1.3 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for countertops removal and installation.

3.2 Lobby Countertop Requirements:

- 3.2.1 The contractor shall provide a countertop for the lobby that meets the following specifications:
- a. Durasein Solid Surface, or approved equal;
 - b. Color: Any one of the following: Cumberland or equal;
 - c. Back Side (Staff Side) Countertop Size: Minimum 218"(l) X 24"(w)
 - d. Minimum 4" set-on backsplash on each side of window; minimum 1 side-splash, 1-1/2" front, with support brackets
 - e. Pencil Drawers: Minimum three (3) plastic laminate pencil drawers, minimum 14" wide X 3-1/2" tall;
 - f. Supports: Suitable for use with Solid Surface, plastic-laminate clad, black (see also paragraph 3.1.1(a) herein);
 - g. Front Side (Lobby Side) Countertop Size: Minimum 144"(l) X 12"(w) with angles at both ends;
 - h. Minimum 5" front apron-finished on bottom

- i. Minimum three (3) cut-outs for deal trays: two of three trays shall be re-used, and one (1) new tray must be provided, measuring a minimum 12” wide X 16” long X 2” deep which shall fit into existing cut-out space without changing the wall cut-out.

3.3 Site Preparation Requirements:

- 3.3.1 Site Preparation: At no additional cost to the County, and prior to installation of any countertop, the contractor must remove and dispose of the old countertop (see also paragraph 3.1.2).
- 3.3.2 The contractor shall remove anything such as paint, sealer, grease, oil and other materials that will interfere with successful installation of the countertop. No installation shall occur if the installation site is not considered clean, i.e., without full removal of all pre-existing site materials and residuals.
- 3.3.3 The contractor must patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
- 3.3.4 As necessary, the contractor must install temporary signage, reflectorized striped safety tape, etc. in work areas as may be needed for safety.

3.4 Installation Requirements and Responsibilities:

- 3.4.1 The contractor shall fully install the countertop in accordance with all applicable manufacturer recommendations using experienced personnel.
- 3.4.2 All installation must be coordinated with the County’s designees including the Sheriff’s Department and, as applicable, the County Information Technology Department.

3.5 Repair and Clean-Up Responsibilities As Result of Contract Work:

- 3.5.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor’s employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.
 - a. Disposal of Construction and Demolition Waste: The contractor shall be responsible for disposal of waste (old countertop, etc.) in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste shall remain on site. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. Upon completion of installation, the contractor shall return all moldings to the original locations.
 - b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.

- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.

3.6 Repair or Replacement of Damaged Product:

- 3.6.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to Boone County. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3.7 Warranty:

- 3.7.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. All materials provided by the contractor shall be new material and of high quality. At minimum, the contractor shall provide the manufacturer's standard product warranty on all countertops and other materials/supplies used to complete the project.
- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding products purchased under the contract.
 - b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
 - c. The warranty shall commence upon delivery and acceptance of the item(s) by the County.
 - d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
 - e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
 - 1) Correction or Removal of Defective Work: Regarding installation work conducted on the project, if required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

3.8 Contractor Employee Screening and Security, and Employment

3.8.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed in **Attachments One and Two**. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

3.9 General Employee Conduct Requirements:

3.9.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.

3.9.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

3.10 Invoice and Payment Requirements:

3.10.1 The contractor must submit an itemized invoice upon completion of the countertop installation and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.

3.10.2 The contractor's invoice and as applicable packing slips and delivery tickets must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.

3.10.3 Payments: For any project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:

- a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
- b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
- c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.
- d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract shall be paid by the contractor, and the total amount of such costs must be included in the total project cost.
- e. The contractor shall pay for all materials, supplies, services, and equipment as follows:
 - 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
 - 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.10.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not

directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3.10.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

3.11 Work Changes:

3.11.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the County, either (a) by an acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own staff or under separate contract with another contractor.

3.12 Transient Employers:

3.12.1 Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

3.13 Protection of Work:

3.13.1 The contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects,

rotating machinery, electric lines and other conditions which might prevent unusual hazard.

3.14 Insurance Requirements:

3.14.1 The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- a. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - i. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business

Auto Liability. The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- g. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- h. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - i. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - ii. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its

subcontractors, the County shall have the right to cancel and terminate the contract without notice.

- iii. **Certificate Holder:** The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

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

3.15 Other Contract Terms and Conditions:

3.15.1 Assignment/Conveyance/Transfer of Contract: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.15.2 Assignment of Payment: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

- a. No assignment by the contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

3.15.3 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal.

3.15.4 Liquidated Damages: Liquidated damages in the amount of \$100.00/day will be assessed for all calendar days exceeding the project completion date at the sole discretion of the County.

3.15.5 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of

Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

- 3.15.6 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.15.7 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 3.15.8 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.
- 3.15.9 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.15.10 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 3.15.11 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 3.15.12 Legal Requirements: The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 3.15.13 Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein. The contractor shall comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with the contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

3.15.14 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

3.15.15 Overhead Line Protection: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand and agree that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3.15.16 OSHA Program Requirements: The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the contractor on-site which meets the requirements of 292.675 RSMo.

- a. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- b. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on August 19, 2019.** Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the

evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

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

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County.

The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience and Reliability: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing countertops including installation to other customers including public entities such as Boone County.

- a. Name other customers and/or government agencies/municipalities for which the vendor has provided countertops and installation in the last three (3) years and provide a current contact name, email address and phone number for each account.

4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the countertops project at the Boone County Detention Center. The offeror is provided a section on the Vendor Response and Pricing Pages where the offeror is strongly encouraged to confirm adherence to each stated RFP requirements and to also elaborate as necessary. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words “must” or “shall” are used, they signify a required minimum function of system capacity that will heavily impact the offeror’s final response rating. Where the words “should,” “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror’s final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor “Complies” or “Understands” the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor’s product capabilities.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

5.1. PRICING:

The offeror must submit firm, fixed pricing that includes all labor, support, materials and supplies necessary to successfully complete the total countertop replacement project as specified herein.

Line Item 1: Total Project Price: \$ _____

Quote a total firm, fixed price for provision of the lobby countertop, supports, all installation materials and supplies, all labor and all other personnel support necessary to successfully perform all work specified herein including any necessary permits. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space:

Lobby Countertop:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price Lobby Countertop			\$

All Other Cost Components (Identify other cost components, quantity, and unit price below included in the total price quoted as line item 1):

Identification of Item	Quantity	Unit Price Per Each	Sub-Total for The Specific Item
Total Price for All Other Cost Components			\$

Note: The itemized total prices must equal the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of countertops and installation similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.3 Proposed Method of Performance and Contractor Support

Delivery:

1) **Time for Delivery of Work Materials to Site:**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If the vendor's delivery is not 30-calendar days, the vendor should state the number of calendar days after receipt of the County's purchase order before all materials will be delivered to the work site:

_____ calendar days ARO for countertop, materials and supplies.

- 2) **Project Start Date:** Countertop installation shall begin _____ calendar days after receipt of the County’s Purchase Order (ARO) and Notice to Proceed are Received by the Vendor.

- 3) **Project Completion Date:** Countertop installation shall be completed within _____ calendar days after the project start date.

Project Time Line Detail:

The vendor should identify below each task to complete the countertops project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count – total number of days itemized here should equal the information stated above)

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the countertops, providing direct contact information, days/hours of availability including time to be on-site if needed:

In-Stock Now:

Address in the space provided what materials the vendor has on-hand and in-stock:

Direct or Subcontracted Work:

Address in the space provided if the countertop and countertop installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location, and identify the specific work the subcontractor(s) will perform.

Warranties:

The vendor should state the warranty periods below specific to the countertop. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Countertop/Materials: _____

Warranty on Labor: _____

(The vendor should complete and return with the proposal)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

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

Name and Title of Authorized Representative

Signature

Date

(The vendor should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

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

Additional information may be obtained from:

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Options

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

- _____ 2. I do not have the above documents but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ATTACHMENT ONE

Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.

ATTACHMENT TWO



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Sandra K. Karsten, Superintendent



An
Internationally
Accredited
Agency

Eric R. Greitens
Governor

Charles A. (Drew) Juden
Director

Date

Name

Company

Address

Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card

Under Employer and Address – must indicate Company Name

Under Reason Fingerprinted – must indicate Contractor

Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
Attn: Accounting Unit, Nikki Wrinkles
1510 East Elm Street
Post Office Box 9500
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the www.cjisonline.com portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

enc



“No Bid” Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

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

Bid: RFP #31-19AUG19 – Lobby Countertop with Installation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.
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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

End of Document

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

September Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 24th day of September 2019

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Resource Management to increase funds for the revenue and expenses associated with the Engineering & Construction Inspection portions for the Hartsburg Bottom Road Bridge.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	3411	RM-Design & Construction	Federal Grant Reimbursement		95,000
2045	71102	RM-Design & Construction	Engineering Services		60,000
2045	71101	RM-Design & Construction	Professional Services		35,000
					190,000

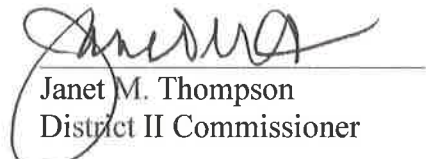
Done this 24th day of September 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMEND

To: County Clerk's Office
Comm Order # 418-2019
Please return purchase req with
back-up to Auditor's Office.

RECEIVED

SEP 09 2019

BOONE COUNTY
AUDITOR

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2045	3411	RM-Design & Construction	Federal Grant Reimburse		95,000
2045	71102	RM-Design & Construction	Engineering Services		60,000
2045	71101	RM-Design & Construction	Professional Services		35,000
				-	190,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

For the Revenue & Expenses associated with the Engineering & Construction Inspection portions for the Hartsburg Bottom Bridge, MoDOT project # BRO-B010(019) EST BUDGET. HARTSBURG BRIDGE ENG


Requesting Official


TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

ag

PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Agenda

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

136.3.8

SPONSOR: Boone County, Missouri
LOCATION: Bridge No. 4010004
PROJECT: BRO-B010(19)

THIS CONTRACT is between the County of Boone, Missouri, hereinafter referred to as the "Local Agency", and Howe Company, LLC, 804 E. Patton Street, Macon, MO 63552, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Highway Bridge Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to replace bridge 4010004 and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction observation of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 5% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, -5-% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical, Inc. 8248 NW 101st Terrace | #5 Kansas City, MO 64153	Contracted with Geotechnical Engineer to perform Soil Borings	\$3,600.00	\$3,600.00	100%
RedMile Services, LLC 23025 State Hwy K Macon, MO 63552	Asbestos & Paint Inspection & Testing, Drafting of Plan Cover Sheet, Drafting of Traffic Control Plan Sheet	\$1,150.00	\$1,150.00	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The Engineer's receipt of a copy of MoDOT's letter to the Local Agency advising them they may start Preliminary Engineering shall be considered the same as a formal Notice to Proceed. The general phases of work will be completed in accordance with the following schedule:

- A. The Engineer will submit Final PS&E to MoDOT by December 30, 2020.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$6,592.59, with a ceiling established for said design services in the amount of \$60,000.00 which shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,210.98, with a ceiling established for said inspection services in the amount of \$35,000.00, which shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount estimated at 120.41% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT. It is expected that MoDOT will conduct the audit within the period of time for retention of records specified in Article XI-Retention of Records.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted monthly. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Engineer Name	Address	Services
Crockett Geotechnical	500 Big Bear Blvd Columbia, MO 65202	Soil Borings/Foundation Recommendation (LUMP SUM/UNIT PRICE)
RedMile Services, LLC	23025 State Hwy K Macon, MO 63552	Asbestos Inspection/Lead Paint (LUMP SUM/UNIT PRICE)
Boone-Central Title Co	601 E. Broadway Columbia, MO 65201	Title Commitments, if required (LUMP SUM / UNIT PRICE)

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Engineer shall remain liable to the Local Agency for any damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.

(D) The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

(E) Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will decide all questions which may arise concerning the project that are within their jurisdiction and do not require approval from the MoDOT and/or FHWA. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR DAMAGES AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all damages and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

Howe Company, LLC represents that it maintains general liability, property damage, and professional liability insurance, and the Howe Company, LLC employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

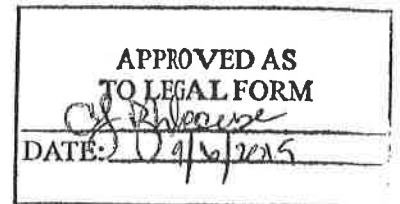
Executed by the Engineer this 3rd day of September, 2019.

Executed by the County this _____ day of September, 2019.

FOR: BOONE COUNTY, MISSOURI
County Commission

BY: _____
Presiding Commissioner

ATTEST: _____
County Clerk



FOR: HOWE COMPANY, LLC

BY: *Shannon Howe*
Manager of LLC / Owner

ATTEST: *Christina M. Howe*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Project Description

The following project description was used to develop the scope of work and fee for the project:

- The existing bridge will be removed and replaced with a new bridge with a width of 22'-6" minimum and will, in general, follow the existing alignment. A bridge will be supported by driven piles with concrete abutments. The rail on the bridge shall be a low height steel rail bolted to the side of the deck. The roads will be closed to through traffic. All removal/construction activities to be performed by a contractor. No in-kind work will be performed by the County.

Scope of Services

ARTICLE I - SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. conduct topographic, property and utility surveys sufficient to develop plans for the project;
2. arrange and pay for subsurface investigations if needed;
3. conduct hydraulic studies, develop preliminary design plans and report to document the design considerations and decisions made to support the design;
4. provide 3 copies of preliminary plans, estimates and studies for review by the Local Agency and, submit a PDF copy to the Missouri Department of Transportation (MoDOT);
5. prepare for signature, and mail (or email) to the respective agencies, the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
6. prepare and submit to MoDNR, a Section 106 Project Information form, USGS map, and photographs in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;
7. prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
8. arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos in accordance with MoDNR requirements related to demolition; and

9. collect paint samples (if applicable), arrange, and pay for a laboratory to test the samples for lead;
10. contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities, prepare & coordinate the execution utility agreements if necessary; and
11. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, purchase, or condemnation, the right-of-way needed for the project;
12. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving authorization to advertise for bids from the MoDOT, and soliciting bids for constructing the project;
13. submit PDF versions of the final plans, specifications, SIA forms and engineers estimate to MoDOT on behalf of the Local Agency for the purpose of obtaining construction authorization from the Missouri Department of Transportation;
14. prepare progress invoices for the design phase & bidding phase of the project;

B. BIDDING PHASE - The Engineer will perform the services of this paragraph one time for the contract fee:

1. upon receipt of construction authorization from MoDOT, make final revisions resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents for distribution to potential bidders;
2. assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing

any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;
4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and tests will be performed by MoDOT personnel and

such sampling and testing is excluded from the work to be performed by the Engineer under this contract;

8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. driving of piles;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete placement;
 - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.
14. Prepare progress invoices for the construction phase of the project;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Appraisals, appraisal reviews, legal services, testimony and related preparation, and negotiation assistance required for buying right of way or condemnation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse affects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse affects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

**ATTACHMENT B
ESTIMATE OF COST**

DESIGN PHASE

Surveying / Easement Review

Professional Land Surveyor II

Hours	Salaried Hourly Rate	Cost
16	\$ 40.00	\$ 640.00

Preliminary Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

60	\$56.00	\$ 3,360.00
50	\$34.00	\$ 1,700.00
60	\$37.00	\$ 2,220.00
44	\$27.00	\$ 1,188.00
24	\$26.00	\$ 624.00
41	\$22.00	\$ 902.00

Final Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

60	\$56.00	\$ 3,360.00
50	\$34.00	\$ 1,700.00
60	\$37.00	\$ 2,220.00
44	\$27.00	\$ 1,188.00
24	\$26.00	\$ 624.00
41	\$22.00	\$ 902.00

Sub-Total

574 \$ 20,628.00

MoDOT Overhead Rate

(20.41% x Sub-Total)

\$ 24,838.17

TOTAL LABOR & OVERHEAD

\$ 45,466.17

Fixed Fee

(14.50% X TOTAL LABOR & OVERHEAD)

\$ 6,592.59

TOTAL LABOR, OVERHEAD & FIXED FEE

\$ 52,058.76

Other Direct Costs

Travel, 6 Trips @

150 miles x \$ 0.580

\$ 522.00

Hotel / meals

\$ -

Printing & Postage

\$ 19.24

Subcontract Pass-Through Costs		
Soil Borings & Geotech Report- Crockett GTL w/TSI drilling		\$ 6,000.00
Title Work -Abstract Company	estimated at	\$ 250.00
Asbestos & Lead Inspection & Testing - by Redmile Services, LLC		\$ 1,150.00
SUB-TOTAL DIRECT COSTS		\$ 7,941.24
TOTAL FOR DESIGN PHASE		\$ 60,000.00

CONSTRUCTION PHASE

Construction Observation & Contract Administration

Principal-Professional Engineer IV	50	\$56.00	\$ 2,800.00
Professional Engineer I	80	\$34.00	\$ 2,720.00
Senior Engineering Technician	8	\$37.00	\$ 296.00
Engineering Technician II	8	\$27.00	\$ 216.00
Engineering Technician	50	\$26.00	\$ 1,300.00
Admin. Tech	42	\$22.00	\$ 924.00
Construction Observer	200	\$23.00	\$ 4,600.00
Land Surveyor	8	\$40.00	\$ 320.00
Sub-Total	446		\$ 13,176.00

MoDOT Overhead Rate (120.41% x Sub-Total) \$ 15,865.22

TOTAL LABOR & OVERHEAD \$ 29,041.22

Fixed Fee (14.50% X TOTAL LABOR & OVERHEAD) \$ 4,210.98

TOTAL LABOR, OVERHEAD & FIXED FEE \$ 33,252.20

Other Direct Costs

Travel, 15 Trips @ 150 miles x \$ 0.580	\$ 1,305.00
Printing fees & Postage	\$ 10.80
Lab Testing Fees 24 Cylinders @ \$ 18.00	\$ 432.00

SUB-TOTAL DIRECT COSTS \$ 1,747.80

TOTAL FOR CONSTRUCTION PHASE \$ 35,000.00

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

March 6, 2019

Ms. Christina Howe
Howe Company, LLC
804 E Patton Street
Macon, MO 63552

Dear Ms. Howe:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Howe Company, LLC will be added to the Approved Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT – select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

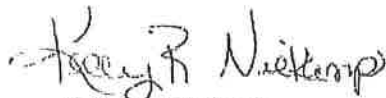
The rate(s) shown in the following table represent the rate(s) as presented in the financial pre-qualification documents for the year ended 2017. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	120.41%
------------------	---------

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

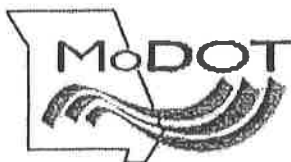
If you have any questions, please call Sandra Riley at (573) 522-2002.

Respectfully,



Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Rodney Braman-de



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

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

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in sub-consulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Engineers
Local Federal-aid Transportation Projects

Firm Name (Engineer): HOWE COMPANY, LLC.

Project Owner (LPA): BOONE COUNTY

Project Name: BOONE COUNTY BRIDGE NO. 4010004

Project Number: BRO-B010(19)

As the LPA and/or Consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA – Boone County

Consultant – Howe Company, LLC

Printed Name: Dan Atwill

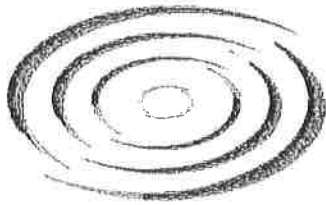
Printed Name: Shannon J. Howe

Signature: _____

Signature: 

Date: September _____, 2019

Date: September 3, 2019



RedMile Services, LLC

Let us help you hit your mark

www.redmile-llc.com

August 30, 2019

Howe Company, LLC
804 E Patton St
Macon, MO 63552

RE: Proposal for Project Support Services for Hartsburg Bottom Bridge
Bridge 4010004 BRO-B010(19)

Dear Mr. Howe,

We propose to provide the following services for this project:

Design Phase Services

- Asbestos Inspection and Lead Testing **LUMP SUM \$600.00**
 - Perform Site Visit
 - Obtain samples, submit and pay fee to laboratory for testing (if necessary) and issue a report on findings to Howe Co in PDF format.

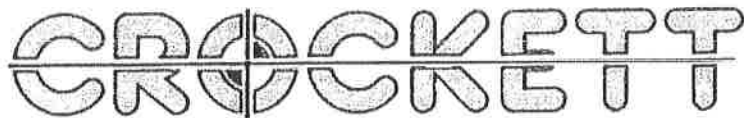
- Tree Survey **LUMP SUM \$550.00**
 - Perform Site Visit
 - Take photographs, collect field measurements
 - Prepare exhibit for use in Threatened and Endangered Permit Process

Redmile Services will begin services within 3 working days from notification to proceed. Upon receiving results from testing, those results will be immediately forwarded to Howe Co.

Sincerely,

Beth Moots
RedMile Services, LLC

23025 State Hwy K
Macon, MO 63552
660-384-3929
beth@redmile-llc.com



GEOTECHNICAL - TESTING LAB

1000 West Nifong Blvd - Building 1

Columbia, Missouri 65203

(573) 447-0292

August 30, 2019

Howe Company LLC
804 E. Patton Street
Macon, MO 63552

Attn: Mr. Shannon Howe, P.E.

Re: Proposal for Geotechnical Engineering Services
Boone County Bridge 4010004
Hartsburg, Missouri
Crockett GTL Proposal Number: PG19600

Dear Mr. Howe:

Crockett Geotechnical-Testing Lab (CGTL) is pleased to submit this proposal for providing geotechnical engineering services for the referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

Location: This project is located where E Hartsburg Bottom Road crosses over Hart Creek approximately ¾-miles west of the intersection of E Hartsburg Bottom Road and S Bush Landing Road in Hartsburg, Missouri.

The approximate GPS coordinates of this structure is: 38.681017, -92.326450.

Project Description: We understand the project involves the following:

- A new replacement bridge will be constructed.
- We have assumed the proposed bridge will be constructed as a single span structure.
- It is anticipated each abutment will consist of a reinforced concrete retaining wall supported by a foundation which is, in turn, supported by driven H-piles.
- Final slope design is not included as part of this proposal.

Project Scope: As requested, we will perform 2 borings for the proposed bridge on opposing corners of the structure at accessible locations. The borings will be sampled using a split spoon sampler at regular intervals of 5 feet. Groundwater observations will also be made during drilling and upon completion of drilling.

Borings will be drilled to 70 feet, or to refusal, whichever is shallower. If bedrock is encountered above a depth of 30 feet, at least 5 feet of the bedrock will be rotary drilled and/or cored in at least one of the borings. The borings will be grouted shut upon completion.

The boring locations and elevations will be tied to project stationing that will be provided by Howe Company.

Geotechnical Engineering Report: A geotechnical engineer licensed in the State of Missouri will evaluate field and laboratory program results and prepare an engineering report that details the results of the field and laboratory testing performed. The geotechnical engineering report will include:

- Boring logs
- Laboratory test results
- Groundwater levels observed during and after completion drilling
- Boring location plan
- Design information and estimated settlement for foundations

Schedule: We plan to call in utility locates as soon as we receive notice to proceed. Drilling will typically occur within 2 to 4 days of having the utilities located, weather conditions permitting. The geotechnical engineering report will be submitted within approximately 4 to 7 working days after the completion of drilling.

Fee: Our lump-sum fee for the previously outlined scope of services is \$6,000.

DBE/MBE Utilization: We plan to use a DBE/MBE firm, TSI Geotechnical, Inc., for drilling services. We have included their lump sum fee of \$3,600 in our lump-sum fee listed above. We will provide a copy of their invoice with our billing.

Authorization: We request that we be authorized to proceed, in writing or by email. Acceptance of our proposal will be considered permission by the owner for our entry onto the site. We understand Howe Company, LLC will be providing an AGREEMENT BETWEEN ENGINEER & CONSULTANT document to CGTL should we be authorized to proceed.

We appreciate the opportunity to provide this proposal for geotechnical engineering services. We look forward to hearing from you.

Sincerely,
Crockett GTL

Aaron Grimm, E.I.T.
Project Manager

Eric H. Lidholm, P.E.
Principal



August 27, 2019

Mr. Eric Lidholm, PE
CROCKETT GEOTECHNICAL – TESTING LAB
1000 W. Nifong Boulevard, Building 1
Columbia, Missouri 65203

Re: Proposal for Contract Drilling Services
Boone County Bridge No. 4010004
Hartsburg, Missouri
TSi Proposal KCM19058

Dear Mr. Lidholm

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal to Crockett Geotechnical – Testing Lab to perform contract drilling services for the proposed replacement bridge in Hartsburg, Missouri.

PROJECT DESCRIPTION

The replacement bridge is located where Hartsburg Bottom Road crosses Hart Creek near Hartsburg, Missouri. TSi understands the structure will be a single span bridge on Hartsburg Bottom Road which is gravel covered.

SCOPE OF SERVICES

FIELD EXPLORATION

Upon your request, the field exploration will consist of 2 borings. Both borings will be drilled to an estimated depth of 70 feet. Borings will be drilled using a CME-550 ATV-mounted drill rig with a calibrated automatic hammer. Standard Penetration Test (ASTM D 1586) samples will be obtained on 5.0-foot intervals.

It is preferable that the borings be marked in the field by the project surveyor prior to mobilization of the drill rig. If a location must be offset, TSi will note the distance and elevation change from the original location on the boring log. Otherwise, TSi will leave a labeled paint mark at the location of the boring for the project surveyor to locate at a later date.

FEES

TSi's services for the project will be a lump sum of \$3,600.00 based on the unit prices listed below:

Task	Price	Per Unit
Mob/Demob, Local, within 60 miles one-way of TSi office, ATV Rig & Crew	\$350.00	Lump Sum
Staff Engineer (locates)	\$100.00	Lump Sum
Hollow-Stem Augering (HSA) 0 to 50'	\$13.00	LF
Wash bore set up	\$120.00	Each
Wash bore drilling 30 to 70'	\$14.00	LF
SPT Sampling 0 to 50'	\$12.00	Each
SPT Sampling 50 to 70'	\$21.00	Each
Grout backfill	\$7.00	LF
Work Ahead Signage	\$100.00	Per day/per sign

ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that Crockett Geotechnical – Testing Lab has granted or obtained permission to enter the property. If TSi must coordinate access with other property owners, fees will increase and the schedule may be delayed. TSi will use work ahead signage and will not use a lane closure.
2. TSi will contact Missouri One-Call locating services regarding member utilities. A 72-hour time period is required by One-Call to clear utilities.
3. TSi will backfill the borings with grout from a depth of about 30 feet to the ground surface.
4. TSi has assumed that the site is free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by Crockett Geotechnical – Testing Lab. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.

SCHEDULE

Field exploration can begin the week of September 16, 2019. The field exploration will take approximately one day to complete.

Mr. Eric Lidholm, PE
CROCKETT GEOTECHNICAL – TESTING LAB
TSi Proposal Number: KCM19066
8/27/19
Page 3

LIMITATIONS

TSi will perform only those services outlined previously. Crockett Geotechnical – Testing Lab and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the services are performed. No other warranty, expressed or implied, is intended.

CLOSURE

If this proposal and the attached Terms and Conditions are acceptable to you, please sign in the space provided below and return one copy to us. We sincerely appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSi GEOTECHNICAL, INC.


Brian Robben, PE, RG
Geotechnical Department Manager


Morris Hervey
Principal

Attachments: Terms and Conditions

Accepted by:
CROCKETT GEOTECHNICAL – TESTING LAB

Printed Name

Date

Signature

Title

Note: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSi Engineering, Inc. (Engineer) services, as described in a separate proposal to the Client:

AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
 - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
 - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
 - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's Invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer Client, or Owner, as appropriate, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

Fund Statement - Road & Bridge Fund 204 and 208 Combined (M

	2018 Actual	2019 Budget	2019 Estimated
FINANCIAL SOURCES:			
Revenues			
Property Taxes	\$ 1,577,547	1,610,500	1,648,040
Assessments	-	-	-
Sales Taxes	14,741,859	14,904,000	14,167,000
Franchise Taxes	-	-	-
Licenses and Permits	10,393	8,925	10,320
Intergovernmental	2,783,635	1,272,370	1,358,258
Charges for Services	32,559	36,405	37,254
Fines and Forfeitures	-	-	-
Interest	264,313	217,605	322,975
Hospital Lease	-	-	-
Other	32,843	25,800	31,140
Total Revenues	19,443,149	18,075,605	17,479,987
Other Financing Sources			
Transfer In from other funds	-	-	-
Proceeds of Long-Term Debt	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	45,193	72,711	132,105
Total Other Financing Sources	45,193	72,711	132,105
Fund Balance Used for Operations	-	6,979,074	5,352,502
TOTAL FINANCIAL SOURCES	\$ 19,488,342	25,127,390	22,964,594
FINANCIAL USES:			
Expenditures			
Personal Services	\$ 4,119,938	4,396,822	4,216,042
Materials & Supplies	1,891,376	2,435,367	2,449,522
Dues Travel & Training	22,008	46,727	32,724
Utilities	100,190	109,074	103,861
Vehicle Expense	572,211	578,646	582,540
Equip & Bldg Maintenance	329,355	273,872	264,509
Contractual Services	8,805,060	12,075,240	10,485,826
Debt Service (Principal and Interest)	-	-	-
Emergency	-	229,230	-
Other	506,322	854,481	844,273
Fixed Asset Additions	1,059,918	627,931	580,297
Total Expenditures	17,406,378	21,627,390	19,464,594
Other Financing Uses			
Transfer Out to other funds	-	3,500,000	3,500,000
Early Retirement of Long-Term Debt	-	-	-
Total Other Financing Uses	-	3,500,000	3,500,000
TOTAL FINANCIAL USES	\$ 17,406,378	25,127,390	22,964,594
FUND BALANCE:			
FUND BALANCE (GAAP), beginning of year	\$ 14,917,328	16,811,960	16,811,960
Less encumbrances, beginning of year	(403,205)	(215,873)	(215,873)
Add encumbrances, end of year	215,873	-	-
Fund Balance Increase (Decrease) resulting from operations	2,081,964	(6,979,074)	(5,352,502)
FUND BALANCE (GAAP), end of year	16,811,960	9,617,013	11,243,585
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year			
	(9,000,000)	(7,000,000)	(7,000,000)
NET FUND BALANCE, end of year	\$ 7,811,960	2,617,013	4,243,585
Net Fund Balance as a percent of expenditures	44.88%	12.10%	21.80%