

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 29th day of November 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 54-08NOV12 – Custodial Services Term and Supply to Classic Cleaning of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 29th day of November 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: November 20, 2012  
RE: 54-08NOV12 Custodial Services Term and Supply

54-08NOV12 Custodial Services Term and Supply opened on November 8, 2012. Five bids were received and Public Works recommends award by low bid to Classic Cleaning of Columbia, MO.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 60125 – Custodial / Janitorial Services.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works  
Bid File

**PURCHASE AGREEMENT  
FOR CUSTODIAL SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 29<sup>th</sup> day of NOVEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Classic Cleaning**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Custodial Services Term and Supply**, bid number **54-08NOV12**, any applicable addenda, and the Contractor's bid response dated **November 5, 21012** and executed by **Byron Holmes** on behalf of the Contractor, Work Authorization Certification and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **commence on January 1, 2013 and continue through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional three (3) one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

**4. Delivery** - Contractor agrees to provide custodial services for Boone County Public Works daily and weekly, after 5:30 p.m., Monday through Friday with the exception of designated County holidays and the Friday after Thanksgiving.

**5. Billing and Payment** - All billings shall be invoiced to the Boone County Public Works Department, 5551 Hwy. 63 South, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt of a correct monthly statement. Invoices will be used as back-up documentation only. 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.

**CLASSIC CLEANING**

by BYRON HOLMES  
 title OWNER  
 address PO Box 7601  
COLUMBIA, MO 65205

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

*C.J. Dykhouse*  
 C.J. Dykhouse, County Counselor

**ATTEST:**

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

**AUDITOR CERTIFICATION**

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

*James E. Pitchford*  
 Signature by *James E. Pitchford*

11/20/12  
 Date

2040/60125 Term/Supply  
*No Encumbrance Reserved*  
 Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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

4. Revised Response Form

4.1. Company Name: CLASSIC-CLEANING  
 4.2. Address: P.O. BOX 7601  
 4.3. City/Zip: COLUMBIA 65005  
 4.4. Phone Number: 573 808-6319  
 4.5. Fax Number: \_\_\_\_\_  
 4.6. Federal Tax ID: 43-1747386

- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) L.L.C

4.7. PRICING: (Optional work may be used by County during contract term, but it is not guaranteed work.)

DESCRIPTION	Cost for One Time per Day of Service	Extended for 248 Days Per Year		
4.7.1. Daily Custodial services as per section 2.6.2.	\$ <u>30<sup>00</sup></u>	\$ <u>7,440<sup>00</sup></u>		
4.7.2. Weekly Custodial services as per section 2.6.3.	\$ <u>15<sup>00</sup></u>	Extended for 52 Weeks	\$ <u>780<sup>00</sup></u>	
	Cost For a Single Application	Quantity	Extended Total	
4.7.3. <b>Optional Work #1:</b> Strip and Wax VCT tile areas	\$ <u>600<sup>00</sup></u>	2	\$ <u>1200<sup>00</sup></u>	
4.7.4. <b>Optional Work #2:</b> Buff VCT tile Floors (monthly)	\$ <u>80<sup>00</sup></u>	12	\$ <u>960</u>	
4.7.5. <b>Optional Work #3 (as defined in section 2.13.):</b> Temporary Custodial Work - Hourly	\$ <u>10<sup>00</sup></u> /hour			
4.7.6. <b>Renewal pricing:</b>				
Maximum percentage increase for first renewal	<u>5</u> %			
Maximum percentage increase for second renewal	<u>5</u> %			
Maximum percentage increase for third renewal	<u>5</u> %			

4.8. MISCELLANEOUS INFORMATION

4.8.1. What is the average amount of time to perform all service required for 4.7.1. Daily Service? 3 HOUR  
What is the average amount of time to perform all service required for 4.7.2. Weekly Service?  
4.8.2. 15 HOUR

Does your firm provide this type of service to other large customers on a term and supply type contract? NO YES

If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide. If possible, list a minimum of three references.

- (1) COLUMBIA WATER LIGHT 1510 BUS LOOP TO ROYD TURNER
- (2) WALTON BUILDING, 3005 PROVIDENCE RD BILLYE CLEMONS 875-1231
- (3) LAKE OF WOOD VISITOR CENTER BILLYE CLEMONS 875 1231
- (4) DEPARTMENT SOCIAL SERVICE MONTGOMERY CITY SOL NIEDERGERKE DT

573 874 6210

SABRE  
573 564 225

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

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

4.11. Authorized Representative (Sign By Hand): BYRON HOLMES

4.11.1. Type or Print Signed Name: BYRON HOLMES

4.11.2. E-mail address: BYRONCLASSIC3@CHARTER.NET

4.12. Today's Date: \_\_\_\_\_

Billye Clemons  
Administrative Assistant  
bClemons@GoColumbiaMo.com



City of Columbia, Missouri  
Convention and Visitors Bureau  
10 S. Providence Road  
Columbia, MO 65203

(573) 875-1231  
(800) 652-0987  
FAX (573) 443-3986  
www.visitcolumbiamo.com



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

County of Boone )  
State of Missouri )ss

My name is Byron Holmes. I am an authorized agent of CLASSIC-CLEANING (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.

Byron Holmes 11-5-12  
Affiant Date  
Byron Holmes  
Printed Name

Subscribed and sworn to before me this 5 day of Nov, 2012  
Katelyn Griffith  
Notary Public

KATELYN GRIFFITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 4/12/2016  
Commission # 12327025



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 54-08NOV12 – Custodial Services Term and Supply**

**ADDENDUM #1 - Issued November 2, 2012**

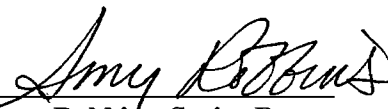
This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's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

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

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

- 1) **Question:** Please provide the current contract pricing.

**Response:** Attached to this addendum is the bid tabulation for the current Custodial Services Contract.

By:   
Amy Robbins, Senior Buyer

OFFEROR has examined copy of **Addendum #1** to Request for Bid #54-08NOV12 – Custodial Services Term and Supply receipt of which is hereby acknowledged:

Company Name:  
Address:

CLASSIC-CLEANING  
P.O. Box 7601  
COLUMBIA MO 65205

Phone Number:

573 8086319

Fax Number:

E-mail address:

BYRON CLASSIC3@CHARTER.NET

Authorized Representative Signature:

Byron Holmes

Date: 11-6-12

Authorized Representative Printed Name:

BYRON HOLMES

① OWNER  
BYRON HOLMES  
SS. 459-08-1815  
D.O.B 3-8-1957

② PART OWNER  
SHARON HOLMES  
SS 450-19-1645  
D.O.B 8-24-1964

③ PART OWNER  
BRIAN GRIFFIN  
S.S 343-64-7736  
D.O.B 1-4-1972

6521

SCHEDULE K-1  
(Form 1065)  
Department of the Treasury  
Internal Revenue Service

Partner's Share of Income, Credits, Deductions, etc.

OMB No. 1545-0049  
2003

▶ See separate instructions.

For calendar year 2003 or tax year beginning , 2003, and ending , 20

Partner's identifying number ▶ 329-46-6748

FOR OFFICIAL USE ONLY

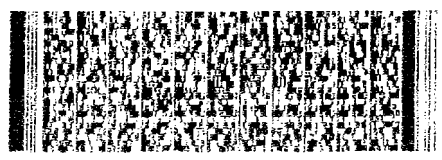
Partner's name, address, and ZIP code

LUTICHA GRIFFIN - <sup>SON</sup> BRIAN GRIFFIN  
207 BRIARCREST  
COLUMBIA MO 65203

Partnership's identifying number ▶ 43-1747386

Partnership's name, address, and ZIP code

CLASSIC CLEANING  
P O BOX 7601  
COLUMBIA MO 65205



I whom

I Byron Holmes OWNER OR  
CLASSIC-CLEANING HAVE CLEAN THE BUILDING  
BEFORE I COME IN WITH 1 PERSON CLEAN  
FOR 1-3 HOUR AND SUR THE CLEANING  
MY SELF IT NO DIFFER FOR WATER & LIGHT  
MUD AND DIRT. WE HAVE BEEN CLEANING  
WATER & LIGHT 14 YEAR MORE WORK  
THE BETTER WE CLEAN -

Byron Holmes  
OWNER



*Request for Bid (RFB)*

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

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
Email: arobbins@boonecountymo.org

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*Bid Data*

Bid Number: **54-08NOV12**  
Commodity Title: **Custodial Services Term and Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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*Bid Submission Address and Deadline*

Day / Date: **THURSDAY, NOVEMBER 8, 2012**  
Time: **10:30 A.M. C.T.(Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**  
Directions: The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

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*Pre-Bid Conference*

Day / Date: **FRIDAY, NOVEMBER 2, 2012**  
Time: **10:00 A.M. Central Time**  
Location: **Boone County Public Works  
5551 Hwy. 63 South  
Columbia, MO 65201**

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*Bid Opening*

Day / Date: **THURSDAY, NOVEMBER 8, 2012**  
Time: **10:30 A.M. C.T.(Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**

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*Bid Contents*

1.0: **Introduction and General Conditions of Bidding**  
2.0: **Primary Specifications**  
3.0: **Response Presentation and Review**  
4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Certification Of Individual Bidder**  
**Affidavit**  
**Work Authorization Certification**  
**Attachment 1 Public Works Building Plan**  
**Standard Terms and Conditions**  
**“No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous related experience, price, lifecycle cost, ability to deliver, performing services in a timely fashion, 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.
- 1.4.1. The resulting contract will be considered "Non-Exclusive". The County reserves the right to

purchase service from other suppliers.

- 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 from the **January 1, 2013 through December 31, 2013** 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.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Custodial Services for Boone County Public Works** as specified herein.
  - 2.1.1. The Contractor shall provide custodial services for designated areas of the Boone County Public Works Office Building (see Attachment 1) in accordance with the terms and conditions set forth herein. The designated area for cleaning is approximately 6,350 square feet. It is the bidder's responsibility to verify the exact size of the areas needing custodial services. The Public Works office building is located at 5551 Hwy 63 South, Columbia, MO 65201.
- 2.2. **PRE-BID CONFERENCE** - A pre-bid conference is scheduled for **FRIDAY, NOVEMBER 2, 2012 at 10 a.m.** at Boone County Public Works, 5551 Hwy. 63 South, Columbia, MO 65201. Upon completion of the pre-bid conference, a site tour will be conducted.
  - 2.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
  - 2.2.2. Bidders are strongly encouraged to advise the Boone County Purchasing Department within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
  - 2.2.3. Bidder's failure or omission to examine relevant site will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to understand the scope of services to be provided.
- 2.3. 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 prices noted on the Response Form for the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> renewal periods. Proposed renewal pricing will be used in the bid evaluation.
  - 2.3.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
  - 2.3.2. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities.
  - 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below. Costs for said services must include all materials, tools, equipment, cleaning supplies, and labor not provided by the County.
  - 2.6.1. The contractor must provide custodial services as specified daily and weekly, after 5:30 p.m., Monday through Friday. Please note that custodial services performed on Saturday or Sunday may substitute for services performed on Fridays if proper notice is given to the County. No custodial



- services will be needed on designated County holidays and the Friday after Thanksgiving.
- 2.6.2. **Holiday Schedule** – Boone County observes the following State holidays: New Year’s Day, Martin Luther King, Jr. Day, Lincoln Day, President’s Day, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Contractor will not be required to provide any services on these County holidays and additionally, custodial services are not required on the Friday after Thanksgiving.
- 2.6.3. Custodial Services shall begin on January 1, 2013. The contractor’s tasks and schedules for performance of work, as outlined herein shall not be taken as all inclusive, especially when some tasks may take less than 15 minutes to complete. All custodial services must be performed in a manner satisfactory to the County department staff. The contractor shall not engage or secure the services of sub-contractors in performing the contract unless the contractor obtains prior approval from the County Purchasing Department and the appropriate County Department Supervisor.
- 2.6.3.1. **Cleaning Standard** - The level of consistent cleanliness for the Boone County Public Works Building is defined as follows: **Prestige Cleaning** - A cleaning standard that will provide unsolicited compliments from occupants, employees and/or visitors, and one that will make the cleaning complaint a rarity.
- 2.6.4. Custodial Services to be Completed **Daily** (except County holidays) :
- Dust mop and damp mop all VCT and hard surface floors.
  - Vacuum all entry mats and carpets wall to wall.
  - Empty all trash cans, replace liners as needed and deposit in dumpster. (Liners provided by Boone County).
  - Clean entry glass at all doors to remove fingerprints, streaks and smudges.
  - Clean and sanitize all restrooms: a) sweep and mop (or vacuum) all floor areas; b) clean and sanitize all stools, sinks, and urinals with a germicidal disinfectant cleanser; c) refill paper towels, hand soap and toilet paper as required (Hand soap and paper products provided by Boone County); d) wipe down walls, mirrors, partitions and counters, as needed, to maintain cleanliness; e) empty trash and replace liners (provided by Boone County).
  - Clean Conference Rooms and place chairs back under table.
  - Clean Break rooms (2): wipe down table tops and counters with germicidal disinfectant cleanser.
  - Straighten reception area and damp wipe counters.
  - Clean and sanitize water fountains (removing calcium buildup).
- 2.6.5. Custodial Services to be Completed **Weekly** :
- Dust all exposed areas of private offices and work stations (do not touch computers, paperwork or personal items).
  - Edge vacuum behind doors and along wall edges.
  - Pick up trash around entrances.
- 2.7. **Equipment and Supplies** – The contractor must furnish and maintain, in good repair, all equipment, including but not limited to mops, brooms, buffers, vacuum cleaners, automatic scrubbers, and any other equipment necessary to perform the duties listed herein.
- 2.7.1. **Chemical Use** - The contractor shall not use any products, supplies or equipment that may be injurious or damaging to the surfaces upon which they are to be applied. The contractor shall be responsible for restoring and/or replacing any equipment, facilities, furniture, floor covering, etc. so damaged. Contractor is required to comply with all Federal, State or Local regulations as they relate to the use and application of any product or chemical. Applicable Material Safety Data Sheets will be provided to the County.
- 2.7.2. The County will supply all hand soap, paper products, trash liners and bags.
- 2.7.3. The contractor shall provide all cleaning products, a list of which must be provided to the Public Works Facility Manager immediately upon award. Examples of cleaning supplies that should be provided include: toilet bowl cleaner/disinfectant, carpet cleaners, counter top cleaners, water fountain and sink cleaners, polishing agents, products used for dusting, floor cleaners and polishers, glass cleaners, stainless steel cleaners, wood cleaners/polishers, wall washing agents, tile cleaners, and any other products determined to be necessary to perform the work identified in this contract.

- 2.8. **Security Requirements** – The contractor shall be responsible for keeping the building locked while the contractor or the contractor’s employees are on the premises. The contractor shall be responsible for locking all doors and turning off all lights when the contractor or the contractor’s employees are leaving their assigned work areas.
- 2.8.1. The contractor shall be issued keys to the areas in which the custodial services shall be provided. In the event of contract termination or upon completion of the contract, all monies owed to the contractor shall be withheld until contractor has surrendered all keys and cards issued.
- 2.8.2. Contractor shall provide the Public Works Facility Manager with names and telephone numbers of those individuals who will be responsible for the keys mentioned above.
- 2.9. **Failure to comply with any of the forgoing security requirements shall give the County unilateral right to terminate the contract immediately.**
- 2.10. **Reporting Requirements** – The contractor’s supervisor shall leave a memo referencing any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, or damage, as well as any mitigating circumstances which prevented the workers from performing the contractual service.
- 2.11. **Supervision** – The contractor shall designate an individual of his/her staff to be responsible for the satisfactory completion of each service visit. The designated individual’s name shall be given to the Public Works Facility Manager immediately upon receiving the notice to proceed from the Purchasing Department.
- 2.11.1. The supervisor must have at least (2) two years of recent experience (within the past five (5) years) in directing cleaning type operations in a supervisory capacity for a building of the approximate size to that of the building to be cleansed under this contract.
- 2.12. **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.
- 2.12.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.12.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.12.5. **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.
- 2.13. **Temporary Custodial Services** - The County requests an hourly rate for custodial services in the event additional services are recognized at a later time. Contractor shall comply with the same requirements as set forth in this bid with the exception that the County will supply any equipment or materials needed while using this service. Bid submitted in response is per hour on an as-requested basis. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site at any Boone County facility and would include various shifts.
- 2.14. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Public Works Department, 5551 Hwy. 63 South, Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct **MONTHLY** statement. Invoices will be used as back-up documentation only. The Public Works Department will not process payments from individual invoices.
- 2.15. **DESIGNEE** – Greg Edington, Telephone: (573) 449-8515. Boone County Public Works, 5551 Hwy 63 South, Columbia, MO 65201.
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390; E-mail: arobbins@boonecountymmo.org.

**3. Response Presentation and Review**

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

4. Revised Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_

- 4.6.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

4.7. PRICING: (Optional work may be used by County during contract term, but it is not guaranteed work.)

DESCRIPTION	Cost for One Time per Day of Service	Extended for 248 Days Per Year	
4.7.1. Daily Custodial services as per section 2.6.2.	\$ _____	\$ _____	
	Cost for One Time per Week of Service	Extended for 52 Weeks	
4.7.2. Weekly Custodial services as per section 2.6.3.	\$ _____	\$ _____	
	Cost For a Single Application	Quantity	Extended Total
<b>Optional Work #1:</b>			
4.7.3. Strip and Wax VCT tile areas	\$ _____	2	\$ _____
<b>Optional Work #2:</b>			
4.7.4. Buff VCT tile Floors (monthly)	\$ _____	12	\$ _____
<b>4.7.5. Optional Work #3 (as defined in section 2.13.):</b>			
Temporary Custodial Work – Hourly	\$ _____/hour		
<b>4.7.6. Renewal pricing:</b>			
Maximum percentage increase for first renewal	_____ %		
Maximum percentage increase for second renewal	_____ %		
Maximum percentage increase for third renewal	_____ %		

4.8. MISCELLANEOUS INFORMATION

4.8.1. What is the average amount of time to perform all service required for 4.7.1. Daily Service? \_\_\_\_\_

What is the average amount of time to perform all service required for 4.7.2. Weekly Service?

4.8.2. \_\_\_\_\_

4.8.2. Does your firm provide this type of service to other large customers on a term and supply type contract? \_\_\_\_\_

4.8.3. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide. If possible, list a minimum of three references.

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

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

4.11. Authorized Representative (Sign By Hand):

4.11.1. Type or Print Signed Name: \_\_\_\_\_

4.11.2. E-mail address: \_\_\_\_\_

4.12. 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 E-Verify Memorandum of Understanding that you 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/USCIS/E-Verify/Customer%20Support/Employer%20MOU%20\(September%202009\).pdf](http://www.uscis.gov/USCIS/E-Verify/Customer%20Support/Employer%20MOU%20(September%202009).pdf)

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*.

**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.

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Applicant \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_



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

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

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

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

My Commission Expires:

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

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )ss )

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.

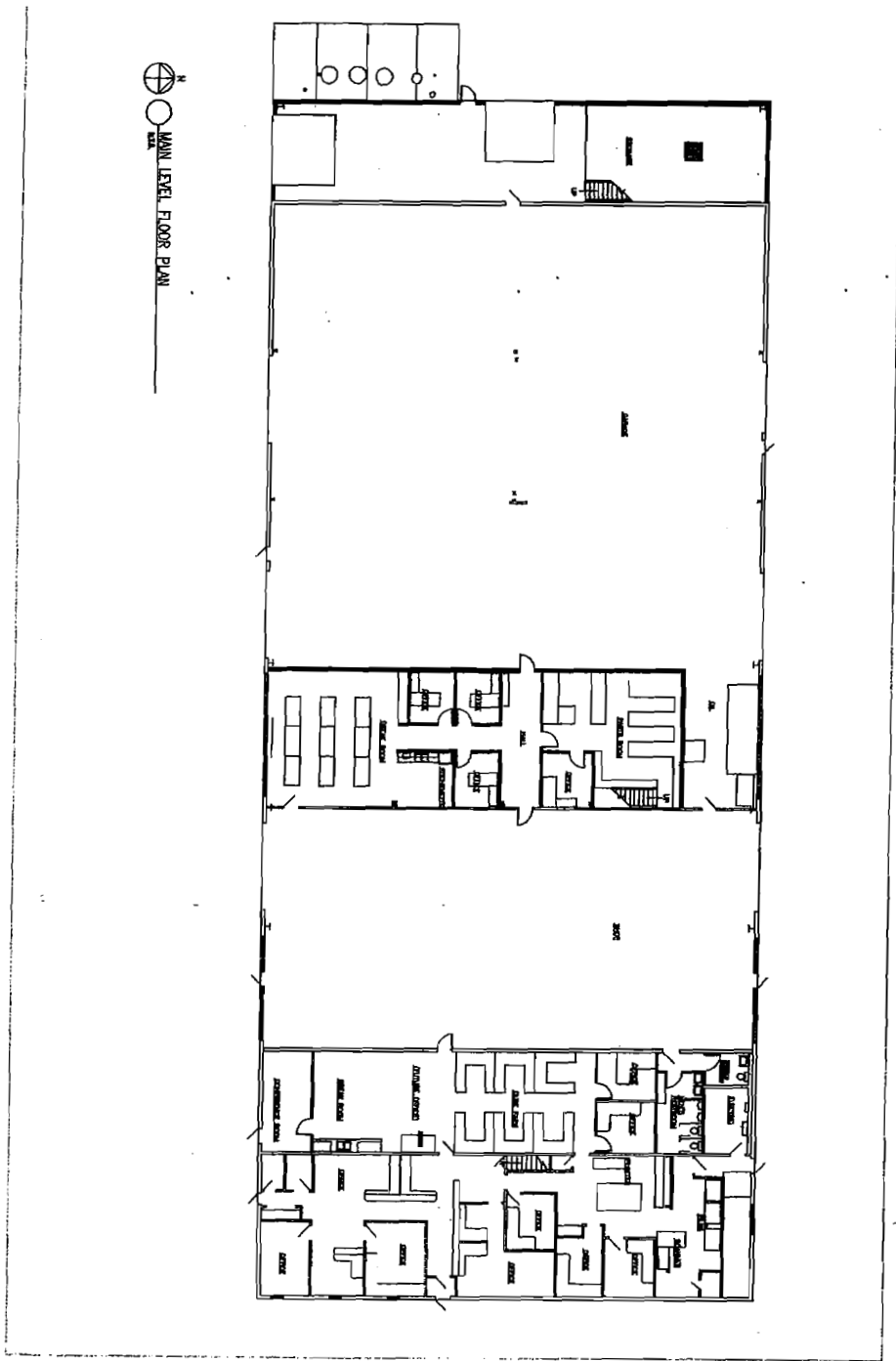
\_\_\_\_\_  
Affiant Date

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# Attachment 1



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

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

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



*"No Bid" Response Form*

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

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 54-08NOV12 – Custodial Services Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 54-08NOV12 – Custodial Services Term and Supply**

**ADDENDUM #1 - Issued November 2, 2012**

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

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

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

- 1) **Question:** Please provide the current contract pricing.

**Response:** Attached to this addendum is the bid tabulation for the current Custodial Services Contract.

By: \_\_\_\_\_  
**Amy Robbins, Senior Buyer**

OFFEROR has examined copy of **Addendum #1** to Request for Bid #54-08NOV12 – **Custodial Services Term and Supply** receipt of which is hereby acknowledged:

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

**Bid Tabulation  
09-03MAR09 -  
Custodial Services  
Term and Supply**




Item#	DESCRIPTION	Quantity	Tom Atkins Maintenance		ISS Facility services Inc.		Lomas		Lisa Arnold Cleaning		Williams		WBM		MERS Goodwill		Leonard Hall & Family		AAA Cleaning	
			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
	Daily Custodial services as per section 2.6.2.	248	\$37.10	\$9,200.80	\$37.50	\$9,300.00	\$35.00	\$8,680.00	\$57.00	\$14,136.00	\$75.00	\$18,600.00	\$43.85	\$10,874.80	\$54.00	\$13,392.00	\$270.00	\$66,960.00	\$45.00	\$11,160.00
4.7.2.	Weekly Custodial services as per section 2.6.3.	52	\$16.00	\$832.00	\$22.50	\$1,170.00	\$50.00	\$2,600.00	\$10.00	\$520.00	\$50.00	\$2,600.00	\$296.86	\$15,436.72	\$270.00	\$14,040.00	\$25.00	\$1,300.00	\$15.00	\$780.00
4.7.3.	Strip and Wax VCT tile areas	2	\$640.00	\$1,280.00	\$800.00	\$1,600.00	\$300.00	\$600.00	\$750.00	\$1,500.00	\$995.00	\$1,990.00	\$189.00	\$378.00	\$330.00	\$660.00	\$300.00	\$600.00	No Bid	\$VALUE!
4.7.4.	Buff VCT tile Floors (monthly)	12	\$82.00	\$1,194.00	\$60.00	\$720.00	\$100.00	\$1,200.00	\$28.70	\$344.40	\$270.00	\$3,240.00	\$189.00	\$2,268.00	\$180.00	\$2,160.00	\$100.00	\$1,200.00	No Bid	\$VALUE!
4.7.5.	Optional Work #3 (as defined in section 4.7.6.)			14/hour		15/hour		10/hour		22.50/hour		25/hour		15/hour		13.50/hour		45/hour		23/hour
4.7.6.	Renewal pricing:																			
	Maximum percentage increase for first renewal			6%		2%		3%		10%		5%		1%		3%		2%		0%
	Maximum percentage increase for second renewal			6%		2%		3%		10%		5%		1%		2%		2%		2%
	Maximum percentage increase for third renewal			6%		2%		3%		10%		5%		1%		1%		2%		0%
	COOP?			No		No		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Total			\$12,418.80		\$12,790.00		\$13,080.00		\$16,500.40		\$28,430.00		\$28,957.52		\$30,252.00		\$70,060.00		\$11,940.00



# Search Results

**Current Search Terms: classic\* cleaning\***

Your search for "Classic\* Cleaning\*" returned the following results...

Entity	<b>CLASSIC CLEANING ENTERPRISES LLC</b>	Status: <b>Active</b> 	
DUNS: 785916516	+4:	CAGE Code: 1RYQ2	<a href="#">View Details</a>
Has Active Exclusion?: No		DoDAAC:	
Entity	<b>GLOBAL - CLASSIC CLEANING SERVICES, INC.</b>	Status: <b>Active</b> 	
DUNS: 832228600	+4:	CAGE Code: 5U2W1	<a href="#">View Details</a>
Has Active Exclusion?: No		DoDAAC:	
Entity	<b>BIO CLEAN OF NEW JERSEY</b>	Status: <b>Active</b> 	
DUNS: 004683913	+4:	CAGE Code: 4DMU4	<a href="#">View Details</a>
Has Active Exclusion?: No		DoDAAC:	

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



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DUNS: 785916516	+4:	CAGE Code: 1RYQ2
Has Active Exclusion?: No		DoDAAC:
<a href="#">View Details</a>		
Entity	<b>GLOBAL - CLASSIC CLEANING SERVICES, INC.</b>	Status: <b>Active</b> 
DUNS: 832228600	+4:	CAGE Code: 5U2W1
Has Active Exclusion?: No		DoDAAC:
<a href="#">View Details</a>		
Entity	<b>BIO CLEAN OF NEW JERSEY</b>	Status: <b>Active</b> 
DUNS: 004683913	+4:	CAGE Code: 4DMU4
Has Active Exclusion?: No		DoDAAC:
<a href="#">View Details</a>		

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# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20

12

County of Boone

In the County Commission of said county, on the

29<sup>th</sup>

day of

November

20

12

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

Now on this day the County Commission of the County of Boone does hereby approve the Air Service Guarantee Participation Agreement between the City of Columbia, County of Boone, Curators of the University of Missouri, City of Jefferson ("Jefferson City") and Cole County.

The terms of this agreement are stipulated in the attached Participation Agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Participation Agreement.

Done this 29<sup>th</sup> day of November, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

## AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT

This agreement is entered into on this 29<sup>th</sup> day of NOVEMBER, 2012 among the City of Columbia, Missouri, a constitutional charter city ("Columbia"), the County of Boone, a political subdivision of the State of Missouri ("Boone County"), The Curators of the University of Missouri, a public corporation of the State of Missouri ("University"), the City of Jefferson, a constitutional charter city ("Jefferson City") and Cole County, a political subdivision of the State of Missouri.

The parties agree as follows:

1. Background. Improved air service at the Columbia Regional Airport is in the best interest of all parties to this agreement. American Airlines, Inc. ("American") is interested in providing air service between Columbia Regional Airport and Dallas/Fort Worth International Airport and between Columbia Regional Airport and O'Hare International Airport in Chicago, Illinois. American, however, is willing to initiate this air service only if it is able to limit its economic risk by receiving a revenue guarantee. Columbia and American have negotiated an Air Service Agreement that provides for revenue guarantees (the "Air Service Agreement"). Columbia is unable by itself to provide a sufficient revenue guarantee. In order to induce American to provide flights between Columbia and Dallas/Fort Worth and between Columbia and Chicago, the parties wish to pool their resources to provide the necessary revenue guarantees for American.
2. Revenue Guarantee. The parties agree to share the liability for the \$3,000,000.00 revenue guarantee contained in the Air Service Agreement, substantially in the form of Exhibit A, which is attached to and made a part of this Agreement.
3. Limitation on Liability. The maximum liability for the revenue guarantees for each of the parties is as follows:

For the two years beginning on the date American begins air service between Columbia and Dallas/Fort Worth and Columbia and Chicago:

Columbia	\$ 1,800,000.00
Boone County	500,000.00
University	500,000.00
Jefferson City	100,000.00
Cole County	100,000.00

Columbia anticipates entering into agreements similar to this agreement with other parties. Columbia's maximum liability for the revenue guarantees under this agreement shall be reduced by the aggregate amount of funds paid by such other parties into the Central Missouri Air Service Fund to be established pursuant to paragraph 4.

4. Payment of Funds. Each of the parties shall pay the total amount for which they may be liable under paragraph 2 to Columbia upon execution of this agreement. Columbia shall place these funds, along with the amount Columbia is liable for under paragraph 2, into a separate account established, maintained and controlled by Columbia ("Central Missouri Air Service Fund"). Columbia shall use these funds, and any interest earned thereon, solely for paying American for any revenue shortfalls as required by the Air Service Agreement. If Columbia and American fail to enter into the Air Service Agreement substantially in the form of Exhibit A within 180 days of execution of this agreement, Columbia shall return the funds paid by each of the other parties.

5. Excess Funds. Any funds remaining at the end of the guarantee period or upon any other termination of the guarantee requirements under the Air Service Agreement shall be dispersed pro rata to the parties and other persons who contribute to the Central Missouri Air Service Fund.

6. Monthly Statements. Columbia shall provide monthly statements to the other parties on the status of the Central Missouri Air Service Fund showing the amount of any interest earned and the amount of any payments made.

7. Records. All records available to Columbia under the Air Service Agreement shall be made available to the other parties upon request.

8. Audits. Columbia, at the request of any party or parties, shall exercise its right under the Air Service Agreement to conduct an audit of American's records. The party or parties requesting the audit shall pay all costs of the audit.

9. Benefit of Parties. This agreement is for the sole benefit of the parties and American. Nothing in this agreement is intended to confer any rights or remedies on any other person.

10. Authority of Signatories. The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this agreement on behalf of the respective parties to this agreement and bind such parties to all terms and conditions contained in this agreement.

11. Counterparts. This agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor


CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
John Blattel, Director of Finance

COUNTY OF BOONE, MISSOURI

By:   
Dan Atwill, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
C.J. Dykhouse, County Attorney

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 1510-84200, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
June Pitchford, County Auditor

**THE CURATORS OF THE UNIVERSITY OF  
MISSOURI**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_



**CITY OF JEFFERSON, MISSOURI**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

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

Title: \_\_\_\_\_

**COLE COUNTY, MISSOURI**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
County Collector