

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08

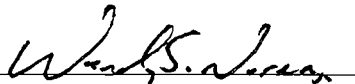
In the County Commission of said county, on the 8th day of January 20 08


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

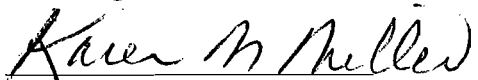
Now on this day the County Commission of the County of Boone does hereby **approve** the request by the Martha Straub Trust to rezone 1.16 acres from A-1 (Agriculture) to R-SP (Planned Single Family Residential); .99 acres from R-SP (Planned Single Family Residential) to A-1 (Agriculture) located at 4975 E. Bonne Femme Church Rd., Columbia.


Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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In the County Commission of said county, on the 8th day of January 20 08

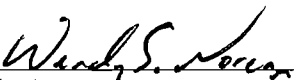
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby **approve** the request by the Martha Straub Trust for a revised Review Plan for Martha's Grove Planned Development, located at 4975 E. Bonne Femme Church Rd., Columbia, with the following conditions:

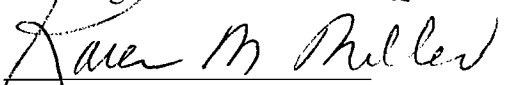
1. That the development not be gated. The private drive/vehicular circulation system within the development is not allowed to have access limiting equipment or fixtures installed.
2. That it is recognized that the private drive/vehicular circulation system within the development can not become public roads and will not be accepted by the county for maintenance.
3. That waterline upgrades and hydrants be installed, along with all needed easements required and that these improvements be acceptable to the Consolidated Water District #1, Director of Planning, and Boone County Fire District.
4. That the road improvements required by the development be worked out with Boone County Public Works and be acceptable to both the Public Works and Planning Directors.
5. That the location, spacing from structures, and other considerations with regards to the centralized propane tanks and suitability of the emergency access drives be acceptable to the Boone County Fire District and the Director of Planning. The locations of the central tanks and applicable notes and notations can be amended on a permanent final review plan without the need to resubmit the proposal provided the Fire Marshall and the Director of Planning agree to the clarifications and all notes and comments from the planning department are followed on the revision and are acceptable to the Director of Planning.

Done this 8th day of January, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
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January Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 8th day of January 20 08

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:


Nature's Trail. S27-T49N-R13W. McNeall Family Trust, owner. David T. Butcher, surveyor.


Sunny Meadows Block 3. S12-T48N-R14W. Jason and Rebecca Mott Revocable Trust, owner. Timothy J. Reed, surveyor.

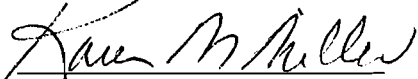
Graystone Plat 1 Corrected. S17-T48N-R13W. Thomas D Hilbert Trust and Angelia H. Hilbert Trust, owners. Jay Gebhardt, surveyor.

Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
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January Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

8th day of January 20 08

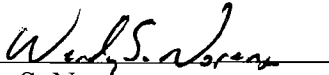
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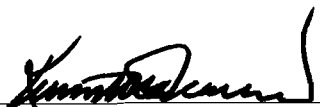
Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Request:

For Midway Crossing Development, Plat I & II proposing to leave a berm in place behind the sidewalk line as a pilot project. This is a variation from Boone County Road Regulations Detail 100.02 that requires the right-of-way to drain to the street.

Done this 8th day of January, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Road and Bridge Advisory Committee –November 1, 2007 – Minutes

**ROAD AND BRIDGE ADVISORY COMMITTEE
BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut Street, Columbia, Missouri 65201
(573) 449-8515**

Minutes**5:30PM****Thursday, January 3, 2008****I. Call to Order:**

The meeting was called to order by Mr. Mike Hight at 5:30p.m., Thursday, Jan 3, 2008, in the Commission Chambers of the Roger I. Wilson Boone County Government Center.

II. Roll Call:**a. Members Present:**

Mr. David Mink, P.E., Public Works
Mr. Thad Yonke, Planning and Building Inspection
Mr. Frank Thomas, Perche Township
Mr. Gregory Martin, Katy Township
Mr. Dan Haid, Columbia Township
Mr. James Cunningham, Three Creeks Township
Mr. Mike Hight, Rocky Fork Township
Mr. Robert Dollar, Bourbon Township

b. Members Absent:

Mr. Ken Pearson, Commission
Dr. Tom Satalowich, Rock Bridge Township

c. Guests Present:

Chris Sanders, Crockett Engineering
Phyllis Stallings

d. Staff Present:

Mary Schooley, Recording Secretary

III. Approval of Minutes: Minutes from the meeting held on December 6, 2007 were discussed. There were no additions or corrections. Mr. Yonke moved to accept the minutes as presented. Mr. Cunningham seconded the motion. The motion carried.

IV. Variance Request:

1. Midway Crossing Development, Plat I (& II was added later in the meeting)

Mr. Sanders, Crockett Engineering was present for the meeting to discuss the variance. Mr. Sanders requested a variance to the Boone County Roadway Regulations Detail 110.02 that requires the right-of-way to drain to the street. He is proposing to leave a berm in place behind the sidewalk line. Construction of this proposed berm has already been completed.

Since the construction has already been completed, Mr. Sanders is concerned that he will lose all the grass that has already been planted if a change needs to be made. Mr. Sanders

Road and Bridge Advisory Committee –November 1, 2007 – Minutes

presented pictures of the completed berm with the hay bails and silt fencing. He also explained that the berm would be on every other lot. Mr. Yonke wanted clarification on this; he asked if there was a house in the middle and a swale on each side where would the water go. Mr. Sanders explained by placing a check berm at every other house the silt would be caught and the water directed out in the street, only affecting one other lot.

Mr. Martin asked if only the 1st half of the Subdivision was going to be done like this as that was all the variance was requesting. Mr. Sanders responded that Plat I & II would be done the same. Mr. Yonke questioned if Public Works had looked at Plat II also. Mr. Mink responded that the Committee could include both Plat I & II in this variance. He explained that this is going to be a pilot program to see if this technique could be used more often on projects. The Public Works Department supports this variance as a pilot program.

Mr. Yonke wanted to clarify that any erosion problems would become a County maintenance issue. Mr. Mink verified that this would become a County maintenance issue, reiterating that this was being supported as a pilot program.

Mr. Hight asked for any further clarification and made a motion to approve the variance for Plat I & II as presented. Mr. Yonke seconded the motion. The motion carried.

V. **Old Business:**
None

VI. **New Business:**
Mr. Mink announced that Public Works restructured its Design and Construction Department. The department now has a Chief Public Works Inspector who will be working on reviewing the Road Regulations. Mr. Mink may have new revisions of the Road Regulations Phase II by the next Road and Bridge Committee Meeting.

VII. **Adjourn**
Mr. Hight moved to adjourn the meeting. Mr. Cunningham seconded the motion. Motion carried. The meeting was adjourned at 5:50 p.m.

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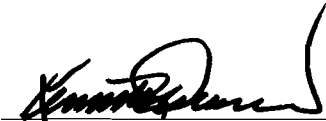
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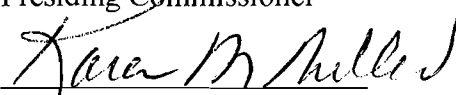
Now on this day the County Commission of the County of Boone does hereby award bid 91-18DEC07 – Fire Extinguisher Inspection and Maintenance Term and Supply to Missouri Fire Safety & Equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
FIRE EXTINGUISHER INSPECTION AND MAINTENANCE – TERM & SUPPLY**

THIS AGREEMENT dated the 8th day of January 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Fire Safety & Equipment**, 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 **Fire Extinguisher Inspection and Maintenance Term & Supply**, County of Boone Request for Bid for Fire Extinguisher Inspection and Maintenance Term & Supply, bid number **91-18DEC07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Attachment A, Attachment B, Standard Terms and Conditions, as well as the Contractor's bid response dated December 14, 2007 and executed by Robert Scott Manns on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Attachment A, Attachment B, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2008 and extend through December 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response 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. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Fire Extinguisher Inspection and Maintenance. Items will be provided as required in the bid specifications 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. Range hoods shall be inspected semi-annually as outlined on the Revised Response Form.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, Missouri 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 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.

MISSOURI FIRE SAFETY & EQUIPMENT

by Robert S. Olamus

title OWNER

address 705 Big Bear Blvd.

Columbia MO. 65202

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

June E. Pitchford
Signature by cg

1/9/08
Date

6100-71100 Term & Supply
(No Encumbrance Required)

Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #91-18DEC07 – Fire Extinguisher Inspection and Maintenance Term and Supply

ADDENDUM #1 - Issued December 4, 2007

This addendum is issued in accordance with the Introduction and General Conditions of 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 **MUST** be acknowledged and submitted with Offeror's *Response Form*.

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

1) Replace Response Page with attached Revised Response Page


2) Replace paragraph 2.13.2. with the following:

The Contractor must provide evidence that they have been providing Fire Extinguisher Maintenance and Inspection Service for a minimum of three years and supply three references that this service has been provided for three consecutive years. Attachment A – Prior Experience (from original bid) may be used.

The Contractor must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.

3) Add paragraph 2.6.1.:

2.6.1. The County has approximately 175 fire extinguishers, most of which are ABC. This quantity is provided for informational purpose. Boone County does not guarantee minimum quantities. The County reserves the right to increase or decrease quantities as requirements dictate.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 91-18DEC07 – Fire Extinguisher Inspection and Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: Missouri Fire Safety & Equip.
Address: 705 D Big Bear Blvd.
Columbia, Mo 65202

Phone Number: 573-474-2995 Fax Number: 573-443-2117

Authorized Representative Signature:  Date: 12-14-07

Authorized Representative Printed Name: Robert Scott Manns

4. Revised Response Form

4.1. Company Name: Missouri Fire Safety & Equip.

4.2. Address: 705 D Big Bear Blvd.

4.3. City/Zip: Columbia, MO 65202

4.4. Phone Number: 573-474-2995

4.5. Fax Number: 573-443-2117

4.6. E-Mail Address: mo@fire-safequip@juno.com

4.7. Federal Tax ID: 01-0785760

- 4.7.1. () Corporation
() Partnership - Name
(x) Individual/Proprietorship - Individual Name Robert Scott Manns
() Other (Specify)

4.8. PRICING - The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

RENEWALS - The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.1. period.
4.8.1.1. 0 % 1st Renewal Period
4.8.1.2. 5 % 2nd Renewal Period
4.8.1.3. 2 % 3rd Renewal Period
4.8.1.4. 5 % 4th Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand): [Signature]

4.9.2. Type or Print Signed Name: Robert Scott Manns

4.9.3. Today's Date: 12-14-07

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?
[X] Yes _____ No

4.11. PRICING

ANNUAL MAINTENANCE		UNIT PRICE	
4.11.1.	ABC Unit	\$ 1.90	
4.11.2.	Halotron Unit	\$ 1.90	
4.11.3.	CO2	\$ 1.90	
4.11.4.	TOTAL	\$ 5.00	
6 YEAR MAINTENANCE			
4.11.5.	2 - 2 ½ Pound ABC unit. Price must include recharge.	\$ 12.00	
4.11.6.	4 - 6 Pound ABC unit. Price must include recharge.	\$ 14.00	
4.11.7.	10 Pound ABC unit. Price must include recharge.	\$ 16.00	
4.11.8.	13 - 20 Pound ABC unit. Price must include recharge.	\$ 25.00	
4.11.9.	TOTAL	\$ 67.00	
HYDROTESTING MAINTENANCE OF ABC			
4.11.10.	2 - 2 ½ Pound ABC unit. Price must include hydrostatic test and recharge.	\$ 12.00	
4.11.11.	4 - 6 Pound ABC unit. Price must include hydrostatic test and recharge.	\$ 14.00	
4.11.12.	10 Pound ABC unit. Price must include hydrostatic test and recharge.	\$ 16.00	
4.11.13.	13 - 20 Pound ABC unit. Price must include hydrostatic test and recharge.	\$ 25.00	
4.11.14.	TOTAL	\$ 67.00	
HYDROTESTING MAINTENANCE OF CO2			
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	\$ 12.00	
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$ 14.00	
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$ 16.00	
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$ 25.00	
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$ 25.00	
4.11.15.a.	TOTAL	\$ 92.00	
PURCHASE OF NEW UNITS			
4.11.15.	2 ½ Pound ABC Unit	Brand Bid: Distributor for Badger Fire Ex	\$ 24.00
4.11.16.	5 Pound ABC Unit	Brand Bid: " " Fire Ex	\$ 33.00
4.11.17.	10 Pound ABC Unit	Brand Bid: " "	\$ 55.00
4.11.18.	TOTAL		\$ 112.00
4.11.19.	Other new fire extinguishers: <u>NA</u> % mark-up over cost		
REPLACEMENT PARTS (Provide Material Cost Only)			
4.11.20.	Fusible Links		\$ 9.00
4.11.21.	O-rings		\$ 2.90
4.11.22.	Dry Chemical Gauge		\$ 8.50
4.11.23.	Dry Chemical Valve Stem		\$ 9.00
4.11.24.	Wall Bracket		\$ 4.00
4.11.25.	Vehicle Bracket		\$ 12.00

4.11.26.	Operating Lever (Top)	\$ 6.00
4.11.27.	Pull Pin-Stainless Steel	\$ 2.00
4.11.28.	Carry Handle (Bottom Lever)	\$ 6.00
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)	
4.11.29.a.	Valve Body: ABC Brand Name & Model # <u>AMEREX-BADGER</u>	\$ 39.00
4.11.29.b.	Valve Body: ABC Brand Name & Model # <u>ANSUL (Any model)</u>	\$ 45.00
4.11.29.c.	Valve Body: CO2 Brand Name & Model # <u>AmereX-Badger</u>	\$ 45.00
4.11.29.d.	Valve Body: CO2 Brand Name & Model # <u>ANSUL (ANY model)</u>	\$ 45.00
4.11.30.	Hose Nozzle	\$ 12.00
4.11.31.	Screw Nozzle	\$ 1.00
4.11.32.	Valve Stem Assembly-Plastic	\$ 1.00
4.11.33.	Valve Stem Assembly-Metal	\$ 4.00
4.11.34.	Hose & Horn Assembly (CO2)	\$ 25.00
4.11.35.	Siphon Tube	\$ 3.00
4.11.36.	TOTAL	\$ 283.40
	Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.	
4.11.37	Other Parts: <u>NA</u> % mark-up over cost	
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)	\$ 0.00

ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS †

	Location	Annual Inspection	Semi-Annual Inspection
4.11.39.	Boone County Jail-Quantity 1	\$ NA	\$ 179.00
4.11.40.	Boone County Fairgrounds-Quantity 1	\$ NA	\$ 179.00
4.11.41.	Juvenile Justice Center-Quantity 1	\$ NA	\$ 179.00
4.11.42.	Reality House Programs-Quantity 1	\$ NA	\$ 179.00
4.11.43.	TOTAL	\$ NA	\$ 316.00

4.12. Emergency Twenty Four Hour Service Contact:

Name: SCOTT Manns
 Telephone Number: 573-424-6520

4.13. Call Response Time: Within 1 hours after notification by the County.

4.14. Holidays: Bidder shall list holidays observed by their company:

* Christmas
 * Thanksgiving
 * Still take emergency calls

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boonville Correctional Center
Address: 1216 E. Morgan St, Boonville, Mo 65233

Contact Name: Gary Hoelsher
Telephone Number: 660-882-6521

Date of Contract: 11-16-05
Length of Contract: No Contract End Date

Description of Prior Services (include dates):

10-28-07 Hydrotest, Semi Annual System,
5-30-07 Annual Maint Fire Alarm, Wet Sprinkler
4-5-07 Recharges

2. Prior Services Performed for:

Company Name: Samaritan Hospital
Address: 1205 North Missouri, Macon, Mo 63552
Contact Name: Pat or Mike Chambers
Telephone Number: 660-385-8700 or 660-385-8700 ext. #8517

Date of Contract: 9-30-03
Length of Contract: No Contract End Date

Description of Prior Services (include dates):

6-25-07 - Semi Annual Maint. System & Tandem Cyl.
7-13-07 - Annual Maint Fire Ext's
11-8-07 - Annual Maint Fire Ext's, Semi Annual Sys & Tandem Cyl's
Recharges

3. Prior Services Performed for:

Company Name: Moberly School District
Address: 926 Kwix Rd., Moberly, Mo 65278

Contact Name: Rodney
Telephone Number: 660-651-2581

Date of Contract: 7-31-03
Length of Contract: NO CONTRACT END DATE

Description of Prior Services (include dates):

6-15-07 Annual Maintenance - Fire Ext., Hydrotest, Wet Sprinkler, Backflow, by Recharge
6-15-07 Semi Annual Maint - System & Tandem Cylinder

ATTACHMENT B

SERVICE LOCATIONS

Johnson Building-601 E. Walnut
Public Works North Facility-5501 Oakland Gravel Road
Public Works South Facility-5551 S. Highway 63
Boone County Courthouse-705 E. Walnut
Juvenile Justice Center-5665 N. Roger Wilson Drive
605 E. Walnut
609 E. Walnut
607 E. Ash
613 E. Ash
101 N 7th
Child Support-22 N. 8th Street
Boone County Government Center-801 E. Walnut
Reality House-1900 Prathersville Road E.
Boone County Sheriff's Department and Jail-2121 County Drive
Boone County Fairgrounds-Starke Avenue

Missouri Fire Safety & Equipment



705 D Big Bear Blvd. Columbia, MO 65202

DATE: December 14, 2007

TO: Boone County Purchasing Dept.
Boone County Johnson Building
601 E Walnut, Room 209
Columbia, MO 65201

FROM: Missouri Fire Safety & Equipment, Scott Manns

RE: Proof of Insurance Requirements for Fire Safety & Inspections

Please note the following statement:

Missouri Fire Safety & Equipment does not have any employees to insure with Workers Compensation Liability Insurance.

If there is anything else you need or that I have forgotten please do not hesitate to call me at 474-2995.

Thanks!


Scott Manns

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pkwy Madison, Wisconsin 53785-0001

Insured's Name and Address
 MO Fire Safety & Equipment
 705 Big Bear Blvd # D
 Columbia, MO 65202

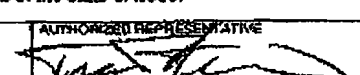
Agent's Name, Address and Phone Number (Agt./Dist.)
 Travis Heine (573) 234-1880
 2201 Chapel Plaza Court, Suite 101
 Columbia, MO 65203-6387 (390/165)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that 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 each policy.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobile Homeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
<input checked="" type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/>	24-XY7652-01-00	04/13/2007	04/13/2008	General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000 Personal and Advertising Injury Each Occurrence \$ 1,000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Coverage Case Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos				Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS † The individual or persons shown as insured <input type="checkbox"/> Have <input type="checkbox"/> Have not elected to be covered as employees under this policy. †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.				

CERTIFICATE HOLDER'S NAME AND ADDRESS
 • Boone County Purchasing Department
 Boone County Johnson Building
 601 E Walnut Room 209
 Columbia, MO 65201

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail () days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
 This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED: 12/06/2007
 AUTHORIZED REPRESENTATIVE: 



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

ROBERT SCOTT AND TERESA LYNN
MANN
9289 E AW MANNS RD
COLUMBIA, MO 65201-8900

Policy Number: 4084437930
Effective Date: 12-15-07
Expiration Date: 06-15-08
Registered State: MISSOURI

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2001
Make: CHEV
Model: SILVER2500
VIN: 1GCHK24U21E211047

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$1MIL/\$1MIL	
PROPERTY DAMAGE LIABILITY	\$500,000	
UNINSURED MOTORISTS	\$500,000/\$500,000	
COMPREHENSIVE		\$500 DED
COLLISION		\$500 DED
EMERGENCY ROAD SERVICE	FULL	NON-DED
RENTAL REIMBURSEMENT	\$25/DAY-\$750 MAX	

Lienholder Additional Insured Interested Party

CITIZENS BANK
P.O. BOX 7
FROST PROOF, FL 33843

Additional Information:

Issued 12/13/2007

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



BOONE COUNTY, MISSOURI
Request for Bid #91-18DEC07 – Fire Extinguisher Inspection and Maintenance Term and Supply

ADDENDUM #1 - Issued December 4, 2007

This addendum is issued in accordance with the Introduction and General Conditions of 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 **MUST** be acknowledged and submitted with Offeror's *Response Form*.

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

1) Replace Response Page with attached Revised Response Page


2) Replace paragraph 2.13.2. with the following:

The Contractor must provide evidence that they have been providing Fire Extinguisher Maintenance and Inspection Service for a minimum of three years and supply three references that this service has been provided for three consecutive years. Attachment A – Prior Experience (from original bid) may be used.

The Contractor must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.

3) Add paragraph 2.6.1.:

2.6.1. The County has approximately 175 fire extinguishers, most of which are ABC. This quantity is provided for informational purpose. Boone County does not guarantee minimum quantities. The County reserves the right to increase or decrease quantities as requirements dictate.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 91-18DEC07 – Fire Extinguisher Inspection and Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1.

4.8.1.1. _____ % 1st Renewal Period

4.8.1.2. _____ % 2nd Renewal Period

4.8.1.3. _____ % 3rd Renewal Period

4.8.1.4. _____ % 4th Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today's Date: _____

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.11. PRICING

ANNUAL MAINTENANCE		UNIT PRICE
4.11.1.	ABC Unit	\$
4.11.2.	Halotron Unit	\$
4.11.3.	CO2	\$
4.11.4.	TOTAL	\$
6 YEAR MAINTENANCE		
4.11.5.	2 - 2 ½ Pound ABC unit. Price must include recharge.	\$
4.11.6.	4 - 6 Pound ABC unit. Price must include recharge.	\$
4.11.7.	10 Pound ABC unit. Price must include recharge.	\$
4.11.8.	13 - 20 Pound ABC unit. Price must include recharge.	\$
4.11.9.	TOTAL	\$
HYDROTESTING MAINTENANCE OF ABC		
4.11.10.	2 - 2 ½ Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.11.	4 - 6 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.12.	10 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.13.	13 - 20 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.14.	TOTAL	\$
HYDROTESTING MAINTENANCE OF CO2		
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.15.a.	TOTAL	\$
PURCHASE OF NEW UNITS		
4.11.15.	2 ½ Pound ABC Unit	Brand Bid: \$
4.11.16.	5 Pound ABC Unit	Brand Bid: \$
4.11.17.	10 Pound ABC Unit	Brand Bid: \$
4.11.18.	TOTAL	\$
4.11.19.	Other new fire extinguishers: _____ % mark-up over cost	
REPLACEMENT PARTS (Provide Material Cost Only)		
4.11.20.	Fusible Links	\$
4.11.21.	O-rings	\$
4.11.22.	Dry Chemical Gauge	\$
4.11.23.	Dry Chemical Valve Stem	\$
4.11.24.	Wall Bracket	\$
4.11.25.	Vehicle Bracket	\$

4.11.26.	Operating Lever (Top)	\$
4.11.27.	Pull Pin-Stainless Steel	\$
4.11.28.	Carry Handle (Bottom Lever)	\$
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)	
4.11.29.a.	Valve Body: ABC Brand Name & Model # _____	\$
4.11.29.b.	Valve Body: ABC Brand Name & Model # _____	\$
4.11.29.c.	Valve Body: CO2 Brand Name & Model # _____	\$
4.11.29.d.	Valve Body: CO2 Brand Name & Model # _____	\$
4.11.30.	Hose Nozzle	\$
4.11.31.	Screw Nozzle	\$
4.11.32.	Valve Stem Assembly-Plastic	\$
4.11.33.	Valve Stem Assembly-Metal	\$
4.11.34.	Hose & Horn Assembly (CO2)	\$
4.11.35.	Siphon Tube	\$
4.11.36.	TOTAL	\$
Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.		
4.11.37	Other Parts: _____ % mark-up over cost	
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)	\$

ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS

	Location	Annual Inspection	Semi-Annual Inspection
4.11.39.	Boone County Jail-Quantity 1	\$	\$
4.11.40.	Boone County Fairgrounds-Quantity 1	\$	\$
4.11.41.	Juvenile Justice Center-Quantity 1	\$	\$
4.11.42.	Reality House Programs-Quantity 1	\$	\$
4.11.43.	TOTAL	\$	\$

4.12.	Emergency Twenty Four Hour Service Contact:
	Name:
	Telephone Number:
4.13.	Call Response Time: Within _____ hours after notification by the County.
4.14.	Holidays: Bidder shall list holidays observed by their company:



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **91-18DEC07**
Commodity Title: **Fire Extinguisher Inspection & Maintenance Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 18, 2007**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY, DECEMBER 18, 2007**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2008 through December 31, 2008 and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Fire Extinguisher and Range Hood Inspection and Maintenance Services to various properties of Boone County, Missouri as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
 - 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 percentages outlined on the Response Form for the renewal periods.
 - 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.
- 2.3. **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 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. **SERVICE LOCATIONS** - The physical addresses of all portable fire extinguishers and built-in stove hoods are identified on Attachment B. The County reserves the right to add or delete locations as deemed necessary throughout the life of the contract. Upon award of the contract, the contractor shall be provided with an updated listing of each fire extinguisher, serial number, last service date, and location within each building.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for fire extinguisher and built-in stove hood inspection and maintenance services as requested by the Boone County Facilities Maintenance Department and as outlined herein. The contract shall also include the purchase of new fire extinguishers and accessories as needed and authorized by the Boone County Facilities Maintenance Manager.
 - 2.7.2. Services shall include hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers, as well as the re-charging of exhausted extinguishers and miscellaneous repairs and updates as required. Proof of these tests is required to be submitted to the County in writing. The contractor must perform High Pressure Vessel Test Certification for the hydrotest and must provide proof of this certification upon request by the County.
 - 2.7.3. All known deficiencies affecting fire extinguisher efficiency at any location shall be identified and reported in writing to the Boone County Facilities Maintenance Manager, upon completion of the inspection at each location. The contractor's list shall include the type, capacity, and location of the deficient units.
 - 2.7.4. All repair parts used must meet or exceed specifications listed by the manufacturer of the unit being serviced.
 - 2.7.5. All work shall be performed in accordance with the National Fire Prevention Association No. 10-1998 or latest edition, or where applicable, the edition as adopted by the local authority having jurisdiction shall apply.

- 2.7.6. In the event any provision of this contract is not fulfilled by the contractor or the quality of workmanship is deemed to be unsatisfactory by the County, the County may, upon written notice to the contractor, terminate this contract within ten (10) days after such written notice.
- 2.7.7. **Property Damage:** 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 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.
- 2.7.8. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.7.9. **Guarantee:** The Contractor shall guarantee all work for a period of one year following Final Acceptance by Boone County Facilities Maintenance Department. During the guarantee period, any serviced fire extinguisher that loses its proper charge shall be repaired and recharged. Recharging shall be limited to those extinguishers serviced under the six year maintenance, five or twelve year Hydrotest, or where the extinguisher was recharged. Any and all work performed under this guarantee shall be subject to the original terms and conditions of this Contract, and shall be completed at no additional cost to the Commission.
- 2.7.10. **Replacement Parts:** Replacement parts furnished must be new and of the same manufacturer or an equal product. Replacement parts must meet or exceed specifications listed by the manufacturer of the unit being serviced.
- 2.7.11. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.7.12. Prices shall include travel required to and from respective building sites. Contractor's pricing, per unit, shall include all of the contractor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of the inspection, maintenance, repair, recharging and parts will be paid under this order. All jobs are expected to require one (1) service person.
- 2.7.13. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.7.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.7.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.7.16. **Security:** The Contractor shall be responsible for providing and updating a list of the Contractor's employees working at any of the locations. The Contractor shall comply with all security measures required by Boone County. All facets of building security will be discussed with the awarded contractor at a post-award meeting.
- 2.7.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.7.18. **Hazardous Materials:** The Contractor shall not use any materials or chemicals which may be a physical or health hazard without prior written approval of the Facilities Maintenance Manager. At the Post Award Meeting, all requests for approval of any materials or chemicals deemed hazardous shall be submitted to the Facilities Maintenance Manager with manufacturer's specifications and a completed "Material Safety Data Sheet" listing any Environmental Protection Agency (EPA) required information on usage and handling. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers, and agents which damage the lungs, skin, eyes, or mucous membranes.

- 2.8. **MAINTENANCE REQUIREMENTS**
- 2.8.1. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers and as outlined below. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.8.2. **Annual Maintenance for ABC and Halotron Portable Fire Extinguishers:** The annual maintenance will include inspection of the hose, check for leaks, check gauge, proper charge, check for last six year maintenance date, check for last hydrotesting date, and check the general condition of the extinguisher. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.3. **Six Year Maintenance of ABC Portable Fire Extinguishers:** The six year maintenance shall include discharge of the extinguisher, cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, visually check the condition of the internal cylinder, refill the extinguisher with new chemicals, and reassemble the extinguisher. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the six year maintenance, to include annual maintenance, recharging and the labor to replace any part, shall be included in the unit price of the six year maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the six year maintenance.
- 2.8.4. **Annual Maintenance of CO2:** The annual maintenance will include the inspection of the hose, weighing the extinguisher to insure proper charge, check for leaks, check for last hydrotesting date, and check the general condition of the extinguisher. Conductivity tests shall be conducted on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.5. **Hydrotesting Maintenance of ABC and CO2 Fire Extinguishers:** Hydrotesting shall be performed at the direction of Boone County Facilities Maintenance Manager. Hydrotesting is required every twelve years for ABC extinguishers, and every five years for CO2. On ABC, the annual maintenance, recharging and the six year maintenance shall be included as part of the hydrotesting. On CO2, the annual maintenance and recharging shall be included as part of the hydrotesting, and in addition, the following work shall be performed: cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, and visually check the condition of the internal cylinder. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the hydrotesting maintenance, to include the annual maintenance recharging and the labor to replace any part, shall be included in the unit price of the five and twelve year hydrotesting maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the five and twelve year hydrotesting maintenance.
- 2.8.6. **Replacement of Parts:** The County shall pay for any and all parts required under this Contract. If any part requires replacement, the Contractor shall replace it and return the removed part(s), to Boone County Facilities Maintenance Manager. The Contractor shall not charge for labor during the installation/replacement of any part during the six year maintenance and the five and twelve year hydrotesting maintenance. The Contractor shall charge for labor during the installation/replacement of any part during the annual maintenance. The County reserves the right to purchase other miscellaneous fire extinguisher accessories at the Contractor's place of business, such as tags, stickers, hooks and signs, etc.
- 2.8.7. **Disposal of Halon Portable Fire Extinguishers:** The Bidder shall submit a unit price, on the Response Form, to legally dispose of halon fire extinguishers. The fire extinguishers shall be legally disposed to comply with any and all federal, state, county, local, and municipal statutes, laws, regulations, and ordinances.
- 2.8.8. **Replacement Extinguishers:** The Contractor shall provide replacement portable fire extinguishers of the same size and type for all extinguishers that must be removed from site for any

reason other than condemned extinguishers. Only the Boone County Facilities Maintenance Manager is authorized to condemn fire extinguishers. The County shall provide replacements for all condemned extinguishers. No extinguishers may be removed from site for service unless a replacement is provided.

- 2.8.9. **Extinguisher Purchase:** The bidder shall submit the unit costs for the purchases of new fire extinguishers. The unit cost shall also include all required tags/stickers. Only the Boone County Facilities Maintenance Manager shall have approval to purchase new extinguishers.

2.9. **VEHICLE FIRE EXTINGUISHER INSPECTIONS**

- 2.9.1. Service to fire extinguishers located in any Boone County owned vehicle (i.e. automobile, tractor, truck, van, etc.) shall be scheduled with a representative of Boone County responsible for the vehicle's operation and maintenance.
- 2.9.2. The contractor shall provide service tickets during each service call. Service requests may be cyclic or requested on an as-needed basis.
- 2.9.3. The contractor must coordinate with the Boone County designated representative to arrange for a yearly inspection of the fire extinguishers located in County owned vehicles. Typically, these inspections have been spread over three days with the Sheriff's Department vehicles done one day, the Facilities Maintenance vehicles on another day, and the Public Works vehicles on another day.

2.10. **RANGE HOOD ANSUL SYSTEM INSPECTIONS**

- 2.10.1. The contractor shall inspect the range hoods at the locations specified on the Response Form on an annual and semi-annual basis per the requirements of the National Fire Protection Association (NFPA). The contractor shall ensure that all state and local requirements are met, as well.

2.11. **CONTRACTOR RESPONSIBILITIES**

- 2.11.1. The contractor shall provide inspection, service, and maintenance on an ongoing basis, to the fire extinguishers and built-in stove hoods located in various County buildings and in County owned vehicles at the various locations identified in Attachment B, as well as any new fire extinguishers acquired during the contract period.
- 2.11.2. The contractor shall assign a trained, licensed technician(s) to provide this service, trained in providing portable fire extinguisher maintenance, servicing, repairing, testing, and recharging. This technician(s) shall have the appropriate servicing manuals, proper types of tools, recharge materials, lubricants, expellants, and manufacturer's recommended replacement parts.
- 2.11.3. The contractor shall ensure that each portable fire extinguisher is fully inspected, tested, recharged, and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.
- 2.11.4. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.11.5. The contractor shall perform emergency call service to replace and/or re-install vandalized, damaged, or new fire extinguishers as required.
- 2.11.6. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the service.
- 2.11.7. The contractor shall perform all work and furnish all supervision, labor, materials, equipment, tools, and appurtenances as necessary or proper for the performance and completion of this contract, in the manner called for by this contract, and at the appropriate price(s) listed on the Response Form, hereof, as submitted by the contractor, and to the satisfaction of the County.
- 2.11.8. The contractor shall pick up and return all items at locations specified by the County, within 24 hours of notification by the County.
- 2.11.9. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. and excluding holidays as defined on the Response Form.
- 2.11.10. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.11.11. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the Boone County Facilities Maintenance Manager, the contractor shall

book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

- 2.11.12. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.11.13. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. 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 assure proper safety during the performance of the Contractor. If, at any time, the Manager of Boone County Facilities Maintenance Manager becomes aware that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.14. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.11.15. **Inspection Tags:** Maintenance decals must be imprinted with contractor's name, address, area code and phone number, month and year maintenance was performed; decal must be affixed to extinguisher per NFPA 10. Expired labels shall be removed.
- 2.11.16. **Cleaning:** 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. 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 Facilities Maintenance Manager shall be consulted.
- 2.11.17. All personnel employed by the Contractor shall be advised that the County has determined its facilities "Smoke-Free Areas". Upon request, designated smoking areas will be identified by the Boone County Facilities Maintenance Manager. Violation of this requirement will result in the removal of Contractor's personnel from County property.
- 2.11.18. **Restrooms:** Restrooms shall not be used for the washing of tools and equipment.
- 2.12. **FINAL INSPECTION AND APPROVAL**
- 2.12.1. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manager. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.13. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.13.1. The Contractor to whom a Fire Extinguisher Inspection and Maintenance 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.
- 2.13.2. **The Contractor must provide evidence that they have been licensed as a Fire Extinguisher Contractor in the State of Missouri** for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.

- acceptance of the project.
- 2.14.3. 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 coverages. Should any work be subcontracted, these limits will also apply.
- 2.14.4. **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.
- 2.14.5. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.15. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.
- 2.16. **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 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 insure 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 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 the unauthorized use of such project exemption certificates.
- 2.17. **INVOICING AND PAYMENT**
- 2.17.1. The Contractor's invoice shall itemize charges for service and parts, broken down by location and facility. Invoice amounts shall be based upon unit costs provided by the Contractor on the Response Forms. Invoices shall include Contractor's name, address and telephone number, invoice number, purchase order number, dates, description of work, unit prices, and amount requested for payment. Invoices shall be honored for all work in compliance with specifications. If the above information is not noted on the invoice, it will be returned to Contractor for additional information

- 2.13.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses 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 the activities or work included in the bid documents.**
- 2.13.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.13.5. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.13.6. The contractor shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.
- 2.13.7. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.13.8. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Facilities Maintenance Manager.
- 2.14. **BOONE COUNTY 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. 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.
- 2.14.1. **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.

- 2.14.2. **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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final

before payment can be made.

- 2.17.2. Invoices should be submitted to Boone County Facilities Management, Attn: Bob Davidson for approval and payment, which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Johnson Building, 601 East Walnut, Room 206, Columbia, MO 65201.

2.18. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.18.1. **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 required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.
- 2.18.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: hturner@boonecountymo.org
- 2.18.3. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201.
- 2.18.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1.

4.8.1.1. _____ % 1st Renewal Period

4.8.1.2. _____ % 2nd Renewal Period

4.8.1.3. _____ % 3rd Renewal Period

4.8.1.4. _____ % 4th Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand): _____

4.9.2. Type or Print Signed Name: _____

4.9.3. Today's Date: _____

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes

_____ No

4.11. PRICING

ANNUAL MAINTENANCE		UNIT PRICE
4.11.1.	ABC Unit	\$
4.11.2.	Halotron Unit	\$
4.11.3.	CO2	\$
4.11.4.	TOTAL	\$
6 YEAR MAINTENANCE		
4.11.5.	2 - 2 ½ Pound ABC unit. Price must include recharge.	\$
4.11.6.	4 - 6 Pound ABC unit. Price must include recharge.	\$
4.11.7.	10 Pound ABC unit. Price must include recharge.	\$
4.11.8.	13 - 20 Pound ABC unit. Price must include recharge.	\$
4.11.9.	TOTAL	\$
HYDROTESTING MAINTENANCE OF ABC AND CO2		
4.11.10.	2 - 2 ½ Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.11.	4 - 6 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.12.	10 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.13.	13 - 20 Pound ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.14.	TOTAL	\$
PURCHASE OF NEW UNITS		
4.11.15.	2 ½ Pound ABC Unit	Brand Bid: \$
4.11.16.	5 Pound ABC Unit	Brand Bid: \$
4.11.17.	10 Pound ABC Unit	Brand Bid: \$
4.11.18.	TOTAL	\$
4.11.19.	Other new fire extinguishers: % mark-up over cost	
REPLACEMENT PARTS (Provide Material Cost Only)		
4.11.20.	Fusible Links	\$
4.11.21.	O-rings	\$
4.11.22.	Dry Chemical Gauge	\$
4.11.23.	Dry Chemical Valve Stem	\$
4.11.24.	Wall Bracket	\$
4.11.25.	Vehicle Bracket	\$
4.11.26.	Operating Lever (Top)	\$
4.11.27.	Pull Pin-Stainless Steel	\$
4.11.28.	Carry Handle (Bottom Lever)	\$
4.11.29.	Valve Body	\$
4.11.30.	Hose Nozzle	\$
4.11.31.	Screw Nozzle	\$
4.11.32.	Valve Stem Assembly-Plastic	\$

4.11.33.	Valve Stem Assembly-Metal		\$
4.11.34.	Hose & Horn Assembly (CO2)		\$
4.11.35.	Siphon Tube		\$
4.11.36.	TOTAL		\$
Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.			
4.11.37	Other Parts: _____ % mark-up over cost		
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)		\$
ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS			
	Location	Annual Inspection	Semi-Annual Inspection
4.11.39.	Boone County Jail-Quantity 1	\$	\$
4.11.40.	Boone County Fairgrounds-Quantity 1	\$	\$
4.11.41.	Juvenile Justice Center-Quantity 1	\$	\$
4.11.42.	Reality House Programs-Quantity 1	\$	\$
4.11.43.	TOTAL	\$	\$
4.12.	Emergency Twenty Four Hour Service Contact:		
	Name:		
	Telephone Number:		
4.13.	Call Response Time: Within _____ hours after notification by the County.		
4.14.	Holidays: Bidder shall list holidays observed by their company:		

ATTACHMENT 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):

ATTACHMENT B

SERVICE LOCATIONS

Johnson Building-601 E. Walnut
Public Works North Facility-5501 Oakland Gravel Road
Public Works South Facility-5551 S. Highway 63
Boone County Courthouse-705 E. Walnut
Juvenile Justice Center-5665 N. Roger Wilson Drive
605 E. Walnut
609 E. Walnut
607 E. Ash
613 E. Ash
101 N 7th
Child Support-22 N. 8th Street
Boone County Government Center-801 E. Walnut
Reality House-1900 Prathersville Road E.
Boone County Sheriff's Department and Jail-2121 County Drive
Boone County Fairgrounds-Starke Avenue



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

**Bid: 91-18DEC07 Fire Extinguisher Inspection and Maintenance Services Term
& Supply**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 08

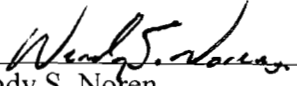
In the County Commission of said county, on the 8th day of January 20 08

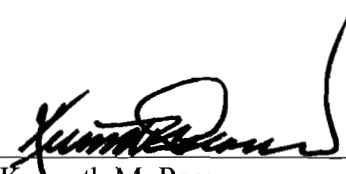
the following, among other proceedings, were had, viz:

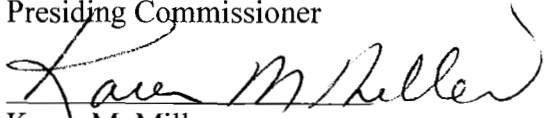
Now on this day the County Commission of the County of Boone does hereby award bid 92-20DEC07 – Lawn Care Maintenance & Seasonal Grounds Services – Term and Supply to Columbia Turf, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

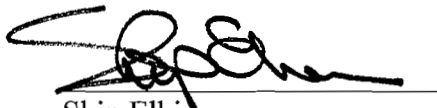
Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
LAWN CARE MAINTENANCE AND SEASONAL GROUNDS SERVICES – TERM &
SUPPLY**

THIS AGREEMENT dated the 8th day of January 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Turf LLC**, 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 **Lawn Care Maintenance and Seasonal Grounds Services Term & Supply**, County of Boone Request for Bid for Lawn Care Maintenance and Seasonal Grounds Services Term & Supply, bid number **92-20DEC07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 21, 2007** and executed by **Tom Boland** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **March 1, 2008** and extend through **February 28, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) 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.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Lawn Care Maintenance and Seasonal Grounds Services. Items/service will be provided as required in the bid specifications 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. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, Missouri 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 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.

COLUMBIA TURF LLC

by *BM Will*

title OWNER

address 7105 Anderson Rd.
Columbia, Mo. 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June E. Pitchford
Signature *by cgy*

1/18/08
Date

6100/60400 and 1610/60400

Appropriation Account

No encumbrance required

4. Response Form

- 4.1. Company Name: Columbia Turf LLC
- 4.2. Address: 7105 Henderson RD
- 4.3. City/Zip: Columbia MO 65202
- 4.4. Phone Number: 573-443-5681
- 4.5. Fax Number: 573-446-2576
- 4.6. E-Mail Address: ADMIN@COLUMBIATURF.COM
- 4.7. Federal Tax ID: 43-1739045
- 4.7.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC

4.8.	PRICING - Lawn Care Maintenance	Unit Price Per Sq. Ft.	Downtown Complex 44,200 Sq. Ft. Extended Totals	South Facility 49,300 Sq. Ft. Extended Totals
4.8.1.	Fertilizing (Early Spring)	\$.0035	\$ 154.70	\$ 172.55
4.8.2.	Fertilizing (Late Spring)	\$.0030	\$ 132.60	\$ 147.90
4.8.3.	Fertilizing (Early Summer)	\$.0024	\$ 106.08	
4.8.4.	Fertilizing (Early Fall)	\$.0024	\$ 106.08	
4.8.5.	Fertilizing (Late Fall)	\$.0024	\$ 106.08	
4.8.6.	Grub Control	\$.0065	\$ 287.30	
4.8.7.	Aerating	\$.0065	\$ 287.30	
4.8.8.	Verti-Cutting (2-passes)	\$.0085	\$ 375.70	
4.8.9.	Overseeding	\$.0085	\$ 375.70	
4.8.10.	Agricultural Lime	\$.002	\$ 88.40	
4.8.11.	Power Raking	\$.018	\$ 795.60	
4.8.12.	Subtotal Lawn Care Maintenance		\$ 2815.54	\$ 320.45
4.8.13.	Optional: Tree & Shrub Fertilization		\$ 35 ⁰⁰ Price Per Application	Hour

4.9. PRICING – Seasonal Grounds Services					
	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per Season	Extended Total
4.9.1.	Downtown Complex	\$ <u>110</u>	Weekly	31	\$ <u>3410.00</u>
4.9.2.	Downtown Complex (hourly rate for power edging, as directed)	\$ <u>25</u> /hr			
4.9.3.	Johnson Building	\$ <u>25</u>	Weekly	31	\$ <u>775.00</u>
4.9.4.	Ash Street Parking Lot	\$ <u>20</u>	Weekly	31	\$ <u>620.00</u>
4.9.5.	North County Facility	\$ <u>68</u>	Every Other Week	15	\$ <u>1020.00</u>
4.9.6.	North Field	\$ <u>600</u>	Annually	1	\$ <u>600.00</u>
4.9.7.	Brampton Court	\$ <u>25</u>	Every Other Week	15	\$ <u>375.00</u>
4.9.8.	Boone County Public Works	\$ <u>55</u>	Weekly	31	\$ <u>1705.00</u>
4.9.9.	Lagoon, Boone County Public Works	\$ <u>40</u>	Monthly	7	\$ <u>280.00</u>
4.9.10.	Realty House	\$ <u>1200</u>	Annually	1	\$ <u>1200.00</u>
4.9.11.	Sheriff's North Substation Area 1	\$ <u>60</u>	Weekly then Every Other Week	24	\$ <u>1440.00</u>
4.9.12.	Sheriff's North Substation Area 2	\$ <u>110</u>	Five (5) Times Per Year	5	\$ <u>550.00</u>
4.9.12.	Oakland Gravel Triangle	\$ <u>80</u>	Semi-Annually	2	\$ <u>160.00</u>
4.9.13.	El Chaparral County Park	\$ <u>120</u>	Every Other Week	15	\$ <u>1800.00</u>
4.9.14.	MKT Area 1	\$ <u>45</u>	Every Other Week	15	\$ <u>675.00</u>
4.9.15.	MKT Area 2	\$ <u>50</u>	Five (5) Times Per Year	5	\$ <u>250.00</u>
4.9.16.	MKT Trail Edge	\$ <u>425</u>	Five (5) Times Per Year	5	\$ <u>2125.00</u>
4.9.17.	^{1.6} Union Cemetery	\$ <u>285.00</u>	As Needed		
4.9.18.	Rocky Fork Cemetery	\$ <u>500.00</u>	As Needed		
4.9.19.	Subtotal for Seasonal Grounds Maintenance				\$ <u>16,985.00</u>
4.10.	PRICING - Additional Finish Mowing as requested			\$ <u>35.00</u> Price Per Hour	
4.11.	PRICING - Additional Field Mowing as requested			\$ <u>55.00</u> Price Per Hour	6 FOOT CUTTER

4.12.	PRICING – Miscellaneous Landscaping Work as outlined in Section 2.3.21. (on an as-requested basis)	\$ <u>35⁰⁰</u> Price Per Hour
4.12.1.	Mulch	Cost Plus <u>20</u> %
4.12.2.	Decorative Gravel	Cost Plus <u>20</u> %
4.12.3.	Sod	Cost Plus <u>20</u> %
4.12.4.	Other Materials as Requested	Cost Plus <u>20</u> %
4.13.	PRICING - Optional Tree and Shrub Fertilization	\$ <u>35</u> Price Per Application Hour
	PRICING – Optional Sprinkler System Maintenance-Hourly Rate for general repair including head replacement, line repair, and timer maintenance.	\$ <u>45⁰⁰</u> Price Per Hour
	Sprinkler System Replacement Parts	Cost Plus <u>20</u> %
	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system)	<u>175⁰⁰</u> Total Price
	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines)	<u>210⁰⁰</u> Total Price
	Backflow Certification Test for both systems	<u>110⁰⁰</u> Total Price
4.14.	PRICING – Snow Removal Work as outlined in Section 2.3.22. (on an as-requested basis)	\$ <u>85⁰⁰</u> Price Per Hour
4.15.	CONTRACT RENEWAL Maximum Percentage Increase: <u>5</u> % 2 nd Year <u>5</u> % 3 rd Year	
4.16.	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 Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.	
4.16.1.	Authorized Representative (Sign By Hand): <u>Tom Boland</u>	Date: <u>12-21-07</u>
4.16.2.	Print Name and Title of Authorized Representative: <u>Tom BOLAND</u>	Date: <u>12-21-07</u>
4.16.3.	Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <u>X</u> Yes <u> </u> No	
4.17.	Statement of Bidder's Qualifications Included? <u>X</u> Yes <u> </u> No	



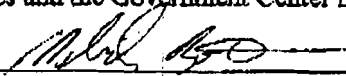
BOONE COUNTY, MISSOURI
Request for Bid #: 92-20DEC07 - Lawn Care Maintenance & Seasonal Grounds Services - Term and Supply

ADDENDUM #1 - (Issued December 17, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

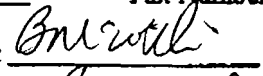
- ✓1) Delete paragraph 4.8.13.
- ✓2) Regarding paragraph 4.13. *PRICING - Optional Tree and Shrub Fertilization*, please bid an hourly rate for application to any of the proposed areas within the bid.
- ✓3) Regarding paragraph 4.13., the following information is added for informational purpose:
 - a. The Courthouse has twelve (12) zones and the Government Center has nine (9) zones.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 92-20DEC07 - Lawn Care maintenance & Seasonal Grounds Services - Term and Supply, receipt of which is hereby acknowledged:

Company Name: Columbia TUCK, LLC
Address: 7105 HENDERSON AVE.
COLUMBIA, MO. 65202

Phone Number: 443-5681 Fax Number: 446-2576

Authorized Representative Signature:  Date: 12-19-07
Authorized Representative Printed Name: Bill McWilliam

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: CITY OF COLUMBIA

Address: Columbia, Mo.

Contact Name: GARY MADDEN

Telephone Number: 874-6205

Date of Contract: 1-1-06

Length of Contract: 5 yrs.

Description of Prior Services (include dates): MOWING, LANDSCAPE SERVICES

2. Prior Services Performed for:

Company Name: 3M Co.

Address: 3100 PARIS RD.

Contact Name: JOHN WETZ

Telephone Number: 886-1295

Date of Contract: 1-1-06

Length of Contract: 4 yrs.

Description of Prior Services (include dates): yr. road grounds maintenance

3. Prior Services Performed for:

Company Name: CORNERSTONE INS.

Address: FAULING LEAF LN.

Contact Name: Bob Reid

Telephone Number: 424-5124

Date of Contract: 1-1-04

Length of Contract: 2 yrs / signing

Description of Prior Services (include dates): yr. road Grounds Maintenance

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 12 If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule) N/A

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of product sold and manufactured: - Service
GROUNDS MAINTENANCE

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: 0
(b) Description of defaulted contracts and reason therefore:

5. List banking references:

FNB - Columbia, Mo.

Officer: JASON MOET

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No X

Dated at 12.19.07 / 7105 Henderson Rd.
this 19th day of December, 2007.

Columbia Turf, LLC
Name of Organization(s)
By Bill McWilliams *Bill McWilliams*
(Signature)
OWNER
(Title of person signing)



BOONE COUNTY, MISSOURI
Request for Bid #: 92-20DEC07 – Lawn Care Maintenance & Seasonal Grounds
Services – Term and Supply

ADDENDUM #1 - (Issued December 17, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) Delete paragraph 4.8.13.
- 2) Regarding paragraph 4.13. *PRICING – Optional Tree and Shrub Fertilization*, please bid an hourly rate for application to any of the proposed areas within the bid.
- 3) Regarding paragraph 4.13., the following information is added for informational purpose:
 - a. The Courthouse has twelve (12) zones and the Government Center has nine (9) zones.

By: _____

Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **92-20DED07 – Lawn Care maintenance & Seasonal Grounds Services – Term and Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

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

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: htumer@boonecountymo.org

Bid Data

Bid Number: 92-20DEC07
Commodity Title: Lawn Care Maintenance & Seasonal Grounds Services Term
& Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, DECEMBER 20, 2007
Time: 10:30 A.M. (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department**
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, DECEMBER 20, 2007
Time: 10:30 A.M.
Location / Address: **Boone County Johnson Building**
Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
Attachment A-Prior Experience
Standard Terms and Conditions
Statement of Bidder's Qualifications
"No Bid" Form

Attachments *Bidders are advised that attachments exist which are not part of the Word document. These attachments are available as separate downloads from our website at: www.showmeboone.com/Purchasing or by contacting the buyer as noted above.*

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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 in the form of an addendum. We strongly suggest you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at: www.showmeboone.com/Purchasing. 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from March 1, 2008 through February 28, 2009, and may be automatically renewed for an additional two (2) years 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/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 **Lawn Care Maintenance and Seasonal Grounds Services** for Boone County Facilities Maintenance.
- 2.1.1. **Scope of Work** – Work performed shall include, at regular intervals, fertilizing, weed control, agricultural lime treatment, aerating, verti-cutting, overseeding, power raking of lawns, grub control, tree and shrub fertilization, mowing and lawn care, and miscellaneous landscaping and snow removal.
- 2.1.2. **Contract Documents** - The successful bidder shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 2.1.3. **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.
- 2.1.4. **Sub-Contractors**: No subcontractors shall be used without prior approval and written consent of the Facilities Maintenance Manager.
- 2.1.5. **Contractor Qualifications and Experience**: The Contractor shall be a fully authorized and licensed lawn care specialist and distributor of materials offered.
- 2.2. **TECHNICAL SPECIFICATIONS-LAWN CARE MAINTENANCE:**
- 2.2.1. **General Requirements** – Contractor shall provide lawn care, maintenance, and materials on a regular schedule from March through October under the conditions as prescribed below. All other services shall be provided as a specific maintenance program and scheduled as outlined below.
- 2.2.1.1. Contractor shall be duly certified and licensed to provide contracted services.
- 2.2.1.2. No services shall be performed unless scheduled and authorized by the Facilities Maintenance Manager five (5) working days in advance.
- 2.2.1.3. Contractor shall fully comply with all Federal, State, City, and County laws and regulations governing labor, work hours, labor conditions, and wage rates.
- 2.2.1.4. Contractor shall be responsible for instructing his/her employees on the safe operational procedures for each type of service being performed so as not to create an unsafe hazard for employees and innocent bystanders, as well as, the wearing of the appropriate personal protective equipment.
- 2.2.1.5. Contractor’s equipment shall be free from defects or wear which may, in any way, constitute a potential hazard to any person or persons while performing any service on County property.
- 2.2.2. **Selection of Areas for Service** – Full services are anticipated for the Boone County Courthouse and Boone County Government Center. Services for the Boone County Johnson Building and the Boone County Public Works South Facility may be limited to one or more types of services. The County reserves the right to select from any one type of service and/or area or any combination of services and areas that best suit the needs of the overall lawn care and maintenance program as specified by this bid and approved by the Facilities Maintenance Manager.
- 2.2.3. **Frequency and Square Footage** – Estimates of frequency and square footage for each facility does not imply a guaranteed amount of work. The County reserves the right to determine the frequency and extent of the work and to use other methods it deems appropriate to accomplish the necessary work. If the County should require any extra treatments not specifically identified in this bid, the Contractor shall complete such treatments at the hourly price for miscellaneous landscaping work identified on the pricing page.
- 2.2.4. **Lawn Care Maintenance Requirements** – All turf area maintenance shall be provided on a scheduled basis and approved by the Facilities Maintenance Manager. All work is to be performed in a professional manner and during times of minimal customer flow. Weed control spraying operation shall not be completed during windy conditions or when conditions warrant postponement from spraying due to the possible blowing of weed control agents into and onto shrubs, plants and flower beds. Litter/debris shall be picked up each time prior to any lawn maintenance procedure and disposed of properly. Walkways are to be blown or swept clean.
- 2.2.5. **Fertilization and Weed Control** - Fertilizer that supplies all three major nutrients of nitrogen, phosphate, and potash shall be utilized and dispensed in accordance with manufacturer’s recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. Apply fertilizer and weed control to moist soil. The following five (5) application schedules for fertilization and weed control shall be completed: **Early Spring (March/April)** granular/liquid fertilizer/pre-emergent; **Late Spring**

(**May**) granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Summer (June/July)** granular slow release fertilizer; **Early Fall (September)** granular/liquid fertilizer, and **Late Fall (October)** granular/liquid fertilizer. It shall be the contractor's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Facilities Maintenance Manager.

- 2.2.6. **Grub Control** - A granular grub control treatment shall be applied using a drop spreader or broadcast spreader at a minimum of once per year; Early Summer (June/July) with a second application left to the discretion of the Facilities Maintenance Manager. The grub control pesticide shall be dispensed in accordance with the manufacturer's recommended application and dose rate to effectively treat for grubs.
- 2.2.7. **Power Raking** - Power raking shall be accomplished in conjunction with the Early Spring (March/April) lawn fertilization to remove any heavy thatch and prevent turf disease. All excess materials shall be removed from the site and disposed of properly. **Note: This service shall only be accomplished where determined to be needed and at the discretion of the Facilities Maintenance Manager.**
- 2.2.8. **Aerating/Verti-Cutting/Overseeding** - Both operations shall be accomplished consecutively and in conjunction with **only** the Early Fall lawn fertilizing application, **on or about September 1st**. The following procedures shall be utilized for a well established lawn: Step 1 - Core or plug aeration with penetration of the ground surface to be a minimum of 1 ½ inches. The plugs do not have to be removed. Step 2 - Verti-cutting shall be accomplished in a minimum of two (2) passes at different angles as to create a cross pattern with a penetration depth minimum of ¾ inches. **Note: Seed bed preparation shall be accomplished by hand raking in areas too steep for aeration and verti-cutting to safely operate.** Step 3 -Overseed with Kentucky Bluegrass seed at an approximate rate of 3 lbs. per 1000 sq. ft. and heavier where areas have become bare. **Note: Hydroseeding is not an acceptable method for overseeding.** Step 4 - Fertilize using the proper rate application and balance for the soil and turf conditions. Step 5 - Drag a sheet of chain link fence or similar material over the lawn to crumble up the cores and at the same time covering up the seed and holes.
- 2.2.9. **Agricultural Lime Treatment** - The Contractor shall be responsible for testing the soil each fall and determining the need for a lime treatment, The optimum pH level for turf is in the 6.2-6.5 range. Limestone shall be applied in conjunction with the Late Fall (October) or Early Spring (March/April) lawn fertilization treatment utilizing a drop spreader or a spinner spreader. Limestone must be spread evenly over the entire area making sure of uniform coverage at an approximate application rate of 50 lbs./1000 sq. ft. to an established lawn because it does not move horizontally. One half of the lime should be applied in one direction and the remainder applied in a perpendicular (crisscross) pattern. Since too much lime can damage a lawn, a lime treatment **shall not** be applied to any lawn unless a soil test indicates that it is needed and only upon the approval of the Facilities Maintenance Manager. Normally, an application of lime should only be made once every three (3) years. It shall be the bidder's responsibility to determine the condition of the soil for each site and what type of lime treatment is needed to correct soil acidity, furnish important plant nutrients (calcium and magnesium), reduce the solubility and toxicity of certain elements in the soil (aluminum, manganese and iron), aid in regulating soil elements (zinc, copper and phosphorus) and induce a more favorable porous soil structure to increase air circulation and give the soil the ability to absorb and hold moisture.

2.3 TECHNICAL SPECIFICATIONS: SEASONAL GROUNDS SERVICES

- 2.3.1. **General Requirements** - Grass mowing and power trimming around all trees, signs and other protrusions within the identified area at each location. All properties shall be left neat and clean. Each property must be completed with a well-manicured appearance. Contractor shall supply all equipment needed to perform the work.
- 2.3.2. **Mowing Season** - The mowing season is **April 1 to October 31 of each year**. If additional services are required outside of this generally described time frame, said services will be requested by the Facilities Maintenance Department. Contractor shall be required to perform the additional services within 3 days after request and at the rates submitted in their bid response.
- 2.3.3. **Workweek** - Defined as Monday to Sunday. Some properties have time restrictions within the workweek and are described below.
- 2.3.4. **Location and Requirements** - It is the intent of the County to describe the locations and the level of service required for each property. Bidder's failure or omission to examine any relevant site shall 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 at each location. Special or limited mowing may be requested if moisture levels are up and a major growing season is incurred, or if mowing is not required due to drought conditions. For variations from frequency stated in this document, contractor will be notified in writing.

2.3.5. **Downtown Locations – (ATTACHMENTS A, B, & C)**

- Boone County Courthouse, 705 East Walnut;
- Roger B. Wilson Boone County Government Center, 801 E. Walnut;
- Johnson Building, 601 E. Walnut;
- Ash Street parking lot, 607 East Ash Street.

All properties must be mowed weekly and must be completed on the same day. Time restrictions – if Contractor desires to mow on Monday, Tuesday, Wednesday, Thursday, or Friday it shall be done after 5:00 P.M. or completed before 8:00 A.M. There are no time restrictions for mowing on Saturday or Sunday. An exception would be any outdoor event held on county grounds (such as City of Columbia Art Festival or Twilight Festival). The contractor will be notified of such restrictions in advance. Grass height shall be cut approximately 2" for each mowing occurrence. Mowing shall include power trimming around trees and objects.

2.3.6. Boone County Downtown Complex - The Boone County Downtown Complex is defined as all County owned property between 7th and 9th Streets and between Walnut and Ash Streets, which includes the Boone County Courthouse, Courthouse Monuments, Government Center, Plaza, and the Cascade Waterfall located West of Boone Tavern. For purposes of this contract, the Downtown Complex shall be divided into two (2) groups consisting of the Government Center and the Boone County Courthouse. The Government Center is approximately 5,800 sq. ft. The Boone County Courthouse is approximately 38,400 sq. ft. **DOWNTOWN COMPLEX ONLY** – There shall be no grass discharge / debris visible to the eye on the grass area or sidewalks. Grass clippings shall be bagged or mulched and area power trimmed. Additional pricing is requested for power edging all sidewalks using a vertical steel blade on an as-directed basis.

2.3.7. Boone County Johnson Building – 601 East Walnut - Approximately 6,400 sq. ft. Grass on the West side of the Johnson Building (the 6th street side between Walnut and Ash), and all grass on the South side of Ash Street from the curb to the parking lot between 6th and 7th Streets to include the corner located at 7th and Ash.

2.3.8. Ash Street Lots-603, 607, and 613 East Ash Street– Approximately 7,220 sq. ft. Mow all areas as shown in the attached drawing.

2.3.9. **All Other Locations – Listed below.** Mowing frequencies are noted with each location. Minimum grass height at all of these locations shall be 2"-3". Some areas are designated to be mowed with a rotary style brush hog mower. If the contractor chooses to use a finish mower for these areas, it may be necessary to double mow to achieve satisfactory cutting. Mowing shall include power trimming around trees and objects. Mowing service at these locations may be performed during daytime, evening or weekend hours without restriction. Removal of large trash or brush piles is not a part of this contract with the exception of scattered trash and brush within the area to mowed. This must be collected prior to mowing.

2.3.10. North County Facility – 5501 Oakland Gravel Road – (ATTACHMENTS D & E) The area is approximately 99,700 sq. ft. surrounding the building. Mowing frequency is every other week. In addition, the North field consisting of approximately 690,000 sq. ft. should be mowed with a rotary-style brush hog mower with a mowing frequency of one (1) time per year. The right of way on the North end of the field must be mowed to the road, where possible. This location shall only be mowed by the Contractor if not completed by the County. The County may allow mowing of portions of this field for hay by others which would leave only the outer edges to be mowed by the Contractor. If this occurs, the mowing of these edges would be at the hourly rate specified on the Response Form.

2.3.11. Brampton Court – (ATTACHMENT F) Location - Scott Blvd. To Country Hills Rd. Country Hills Rd. to Brampton Court. Turn right onto Brampton Court. Last empty lot on street at the dead end of Brampton Court. - Approximately 10,500 sq. ft. Mowing frequency is every other week.

2.3.12. Boone County Public Works – 5551 Hwy. 63 South – (ATTACHMENT G) All grass on the South and East side of the Main Building and surrounding the double entrance from southbound Highway 63. The total area is approximately 49,300 sq. ft. Mowing frequency is once a week.

2.3.13. Lagoon – 5551 Hwy. 63 South – (ATTACHMENT G) Area surrounding Public Works lagoon located at rear of the property consisting of approximately 22,000 sq. ft. Area to be maintained is around the lagoon, and shall be inside and outside the fence. Inside the fence, grass shall be cut to waters edge, and the fence line trimmed. Mowing frequency is one time per month.

2.3.14. Reality House – 1900 E. Prathersville Rd. – (ATTACHMENT H) Area adjacent to Reality House consisting of approximately 972,000 sq. ft. Mowing frequency is annually. Mowing should be done with a rotary type brush hog mower. Additionally, the right of way on the North edge of the field is to be mowed to the road, where possible. This location will only be mowed by the Contractor if the County does not complete it. The County may allow mowing of portions of this field for hay by others which would leave only the outer edges to be mowed. If this occurs, the mowing of these edges would be at the hourly rate specified on the Response Form.

- 2.3.15. Sheriff's North Substation – 920 E. Hwy 124 (ATTACHMENT I) There are two (2) different areas to be mowed at this location. Descriptions of each area are as follows:
- Area #1 – Approximately 36,228 sq. ft. Mowing will be weekly in the Spring and Fall and every other week in the Summer for a total of 24 times.
 - Area #2 – Approximately 80,154 sq. ft. Mowing frequency is five (5) times per year. Mowing is to be done with a rotary style brush hog mower. The County may allow mowing of portions of this field for hay by others.
- 2.3.16. Oakland Gravel Triangle – Southeast corner of Brown School Road and Oakland Gravel Road – (ATTACHMENT J) All grass in area approximately 65,000 sq. ft. Mow to curbs. Mowing frequency is twice per year. Mowing should be completed with a rotary style brush hog mower.
- 2.3.17. El Chaparral County Park – (ATTACHMENT K) Entrance at 1539 Mesa Drive and identified by a shelter house at the entrance, located within the El Chaparral Subdivision off of Hwy WW. The area is approximately 195,000 sq. ft. Mowing frequency is every other week. Mowing is to be done with a finish mower. This property location as well as the MKT property can be invoiced together. No other locations should be included on invoices for these two properties.
- 2.3.18. M.K.T. Trail – (ATTACHMENT L) Entrance is on west side of Scott Blvd. between Bellview Dr. and Brushwood Lake Road. There are three different areas to be mowed at this location. Descriptions of each area are as follows:
- Area #1 – Approximately 129,550 sq. ft. around parking lot at Boone County's portion of the M.K.T. Trail. Mowing frequency is every other week. Mowing should be done with a finish mower. Trimming on bank and under guardrail within the area shall be included.
 - Area #2 – Approximately 252,000 sq. ft. Mowing frequency is five (5) times per year. Mowing should be done with a rotary style brush hog mower. Trimming on bank and under guardrail within the area shall be included.
 - Trail Edge – From the intersection of the County and City trails at the tunnel to the intersection of Katy State Trail at McBaine, trail edge to be cleared approximately 10' from the walking surface or to the tree line if less than 10 feet. Hand trimming of grass covered steep banks shall be included. Additional mowing is required in the location of the open meadow from West of the Hinkson Creek Bridge to the tree line. This area is to be mowed the full width from the fence to the tilled soil. Trail can be accessed from the parking lot. Small, well-identified vehicles are allowed on the trail to transport equipment. Driving width is limited. Mowing frequency is five (5) times per year and should be coordinated with Area #2.
- 2.3.19. Union Cemetery – Southeast corner of Union Church Road and Jay Jay Road near Centralia, Missouri – (ATTACHMENT M) Approximately 73,576 sq. ft. (1.7 acres). Mowing frequency will be on an as needed basis. Trimming around tombstones shall be included. This location shall be invoiced separately.
- 2.3.20. Rocky Fork Cemetery – Southeast corner of State Route VV at Hinton Road North of Columbia, Missouri – (ATTACHMENT N) Approximately 129,840 sq. ft. (3.0 acres). Mowing frequency shall be on an as needed basis. Trimming around tombstones shall be included. This location shall be invoiced separately.
- 2.3.21. **Miscellaneous (minor) Landscaping** – Shall consist of outdoor grounds and landscaping. Includes, but is not necessarily limited to, minor pruning of trees, cultivating flower beds, maintaining shrubs, spot seeding, weeding, irrigating, mulching, planting, shoveling, spraying, sodding, digging, trimming and edging. The contractor shall ensure that all trimmings and branches are properly and immediately disposed of. Bid submitted is per hour on an as-requested basis. Time would begin upon check-in on site. Contractor shall supply all equipment needed to perform the work, including truck and hand/power tools. Special equipment to be approved as required. Owner reserves the right to use other sources to perform the work. The contractor shall provide a percentage over cost on the pricing page for furnishing mulch, sod, decorative gravel, and other materials upon request. This percentage shall remain firm throughout the life of the contract. The renewal increases shall not apply to this fixed percentage. Copies of the original invoices for any materials requested and used must be provided. If mulch and/or decorative gravel is requested by the Facilities Maintenance Manager, the contractor shall dump the mulch and/or gravel in an area designated by Facilities Maintenance.

- 2.3.21.1. **Optional: Tree and Shrub Fertilization** - Fertilization of trees and shrubs shall be in accordance with manufacturer's recommended application for type of tree or shrub and dispensed according to the percentage of nitrogen in a particular fertilizer. Because nitrogen leaches through the soil, apply the necessary amount at two (2) intervals, one half in the Spring, on or about April 1st and the other half in the Summer, on or about August 1st. **Note: This service may or may not be approved for maintenance and/or may be limited to one application in the Spring.**
- 2.3.21.2. **Optional Sprinkler System Maintenance** – The sprinkler system irrigates the lawn for the Boone County Courthouse and the Boone County Government Center. Each building has its own control board. The prices indicated on the Response Form for the sprinkler system maintenance shall include both systems.
- 2.3.22. **Snow Removal** – Shall consist of removing snow from any or all parking lots as follows:
- 600 block of Ash Street;
 - corner of Park Ave and Tenth Street,
 - 705 E. Walnut, Courthouse parking lot
 - Ash Street Parking Lot – 603 East Ash Street (where 6th Street ends)
 - Boone County Correctional Center, 2121 County Dr.
 - M.K.T. Trail Parking Lot
 - Robert Perry Juvenile Justice Center Parking Lot; and
 - Other parking lots as assigned.
- Maps are available from Facilities Maintenance Department for clarification. Contractor shall supply all equipment needed to perform the work. Snow shall be removed from the immediate parking area and pushed to the perimeter, or disposed of elsewhere as directed by the Facilities Maintenance Manager. The parking areas shall be treated with de-icing material available at the Boone County Public Works North Facility and supplied by the County. The de-icing material shall be applied to the parking areas with a tailgate mounted spreader. No hand shoveling required. Contractor shall respond within two hours of notification, and provide a round-the-clock contact number. Bid submitted is per hour on an as-requested basis. **NOTE:** This service would only be required as a back-up to County staff and equipment. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site.
- 2.4. **Damage to County Property** – Contractor shall be responsible for any damage to County property, such as, buildings, ground lighting, watering systems, and trees or plantings, which is directly caused by the contractor's crew during the time they are performing the scheduled service. **NOTE: The County Facilities Maintenance Staff will be responsible for flagging all lawn sprinkler heads, water valves, and other in-ground devices before the start of any aeration and verti-cutting operation.**
- 2.5. **Prevailing Wage** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.6. **DELIVERY OF SERVICES AND PRODUCTS** – Contractor shall furnish two (2) copies of the invoice including the property location and dates service(s) was provided as well as one (1) copy of the Material Safety Data Sheet for each chemical being dispensed onto the lawns. Invoices and copies of the Material Safety Data Sheets shall be submitted to the Facilities Maintenance Department, 601 E. Walnut, Room 205, Columbia, MO 65201.
- 2.7. **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. 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.
- 2.7.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee's 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 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.
- 2.7.2. **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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.

- 2.7.3. **Commercial 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; and both on and off the site of work.
- 2.7.4. 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 \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.8. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor 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. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Buyer, Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: hturner@boonecountymo.org
- 2.10. **Designee** – Facilities Maintenance Manager, Facilities Maintenance Department 601 E. Walnut, Room 205, Columbia, MO 65201.
- 2.11. **Contact for Contract Administration** – Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer's literature or procedure specified is not clearly understood by contacting the Facilities Maintenance Manager at 573-886-4401. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response. In addition, bidders shall submit a separate sheet with their bid response including an explanation of all services being offered and a complete list of all equipment to be utilized to perform the required services.
- 3.1.2. **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 United States Postal Service or any other mail carrier.
- 3.1.3. **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 bid number and the due date and time.**
- 3.1.4. **Advice of Award - Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **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.
- 3.2. **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.
- 3.2.1. **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3. **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.
- 3.3.1. **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.
- 3.3.2. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. Corporation
- 4.7.1. Partnership - Name _____
- 4.7.1. Individual/Proprietorship - Individual Name _____
- 4.7.1. Other (Specify) _____

PRICING – Lawn Care Maintenance		Unit Price Per Sq. Ft.	Downtown Complex 44,200 Sq. Ft. Extended Totals	South Facility 49,300 Sq. Ft. Extended Totals
4.8.1.	Fertilizing (Early Spring)	\$ _____	\$ _____	\$ _____
4.8.2.	Fertilizing (Late Spring)	\$ _____	\$ _____	\$ _____
4.8.3.	Fertilizing (Early Summer)	\$ _____	\$ _____	
4.8.4.	Fertilizing (Early Fall)	\$ _____	\$ _____	
4.8.5.	Fertilizing (Late Fall)	\$ _____	\$ _____	
4.8.6.	Grub Control	\$ _____	\$ _____	
4.8.7.	Aerating	\$ _____	\$ _____	
4.8.8.	Verti-Cutting (2-passes)	\$ _____	\$ _____	
4.8.9.	Overseeding	\$ _____	\$ _____	
4.8.10.	Agricultural Lime	\$ _____	\$ _____	
4.8.11.	Power Raking	\$ _____	\$ _____	
4.8.12.	Subtotal Lawn Care Maintenance		\$ _____	\$ _____
4.8.13.	Optional: Tree & Shrub Fertilization		\$ _____	Price Per Application

4.9. PRICING – Seasonal Grounds Services					
	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per Season	Extended Total
4.9.1.	Downtown Complex	\$ _____	Weekly	31	\$ _____
4.9.2.	Downtown Complex (hourly rate for power edging, as directed)	\$ _____/hr			
4.9.3.	Johnson Building	\$ _____	Weekly	31	\$ _____
4.9.4.	Ash Street Parking Lot	\$ _____	Weekly	31	\$ _____
4.9.5.	North County Facility	\$ _____	Every Other Week	15	\$ _____
4.9.6.	North Field	\$ _____	Annually	1	\$ _____
4.9.7.	Brampton Court	\$ _____	Every Other Week	15	\$ _____
4.9.8.	Boone County Public Works	\$ _____	Weekly	31	\$ _____
4.9.9.	Lagoon, Boone County Public Works	\$ _____	Monthly	7	\$ _____
4.9.10.	Reality House	\$ _____	Annually	1	\$ _____
4.9.11.	Sheriff's North Substation Area 1	\$ _____	Weekly then Every Other Week	24	\$ _____
4.9.12.	Sheriff's North Substation Area 2	\$ _____	Five (5) Times Per Year	5	\$ _____
4.9.12.	Oakland Gravel Triangle	\$ _____	Semi-Annually	2	\$ _____
4.9.13.	El Chaparral County Park	\$ _____	Every Other Week	15	\$ _____
4.9.14.	MKT Area 1	\$ _____	Every Other Week	15	\$ _____
4.9.15.	MKT Area 2	\$ _____	Five (5) Times Per Year	5	\$ _____
4.9.16.	MKT Trail Edge	\$ _____	Five (5) Times Per Year	5	\$ _____
4.9.17.	Union Cemetery	\$ _____	As Needed		
4.9.18.	Rocky Fork Cemetery	\$ _____	As Needed		
4.9.19.	Subtotal for Seasonal Grounds Maintenance				\$ _____
4.10.	PRICING - Additional Finish Mowing as requested			\$ _____	Price Per Hour
4.11.	PRICING - Additional Field Mowing as requested			\$ _____	Price Per Hour

4.12.	PRICING – Miscellaneous Landscaping Work as outlined in Section 2.3.21. (on an as-requested basis)	\$ _____ Price Per Hour
4.12.1.	Mulch	Cost Plus _____ %
4.12.2.	Decorative Gravel	Cost Plus _____ %
4.12.3.	Sod	Cost Plus _____ %
4.12.4.	Other Materials as Requested	Cost Plus _____ %
4.13.	PRICING - Optional Tree and Shrub Fertilization	\$ _____ Price Per Application
	PRICING – Optional Sprinkler System Maintenance-Hourly Rate for general repair including head replacement, line repair, and timer maintenance.	\$ _____ Price Per Hour
	Sprinkler System Replacement Parts	Cost Plus _____ %
	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system)	_____ Total Price
	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines)	_____ Total Price
	Backflow Certification Test for both systems	_____ Total Price
4.14.	PRICING – Snow Removal Work as outlined in Section 2.3.22. (on an as-requested basis)	\$ _____ Price Per Hour
4.15.	CONTRACT RENEWAL Maximum Percentage Increase: _____ % 2 nd Year _____ % 3 rd Year	
4.16.	<u>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 Invitation for Quote (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.</u>	
4.16.1.	Authorized Representative (Sign By Hand): _____ Date: _____	
4.16.2.	Print Name and Title of Authorized Representative: _____ Date: _____	
4.16.3.	Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No	
4.17.	Statement of Bidder's Qualifications Included? Yes _____ No _____	

ATTACHMENT 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
601 E. Walnut, Room 209
Columbia, MO 65201
Heather Turner, Buyer

Standard Terms and Conditions

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No _____

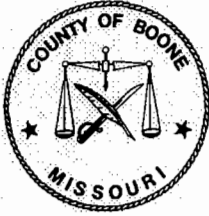
Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)



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

“NO BID” RESPONSE FORM

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

(Bid Number) 92-20DEC07 Seasonal Grounds and Lawn Care Services Term & Supply

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

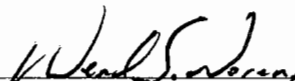
In the County Commission of said county, on the 8th day of January 20 08


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 utilize Centurytel as a sole source provider for the maintenance on the E911 Equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

19-2008

E911 Equipment Maintenance Agreement

This E911 EQUIPMENT MAINTENANCE AGREEMENT ("Agreement") is executed as of the 1st day of May, 2007 (the "Effective Date") between Boone County, Missouri ("Customer") and CenturyTel of Missouri, LLC ("CenturyTel") for the provision of maintenance services upon the terms and conditions set forth below for the 911 equipment (the "Equipment") located at Customer's premises as described in the attached *Schedule A*.

In consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **TERM AND RENEWAL.** This Agreement shall be effective for a period of twenty-four (24) months commencing on the Effective Date and ending on April 30, 2009 ("Term").
2. **SERVICE FEES AND ADDITIONAL CHARGES.** Customer agrees to pay CenturyTel the maintenance fees ("Maintenance Fees") listed in *Schedule A*. Maintenance Fees shall be paid in two (2) installments with the first installment of one-half of the total Maintenance Fees due upon execution of this Agreement and the second installment of one-half of the total Maintenance Fees due sixty (60) days thereafter. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer shall pay all such applicable taxes and fees when billed by CenturyTel. Alternatively, Customer may supply CenturyTel a tax exemption certificate in a form satisfactory to CenturyTel. Customer shall pay CenturyTel's then current labor and materials charged for any additional services requested that are not covered by this Agreement.
3. **SPECIAL CONDITIONS.** The Customer will, at its own expense, provide or otherwise arrange for:
a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wireways.
4. **SCOPE OF MAINTENANCE.** CenturyTel will undertake commercially reasonable efforts to maintain the Equipment in good working condition and will furnish all parts and labor at no cost to Customer except as set forth in Paragraph 2. Such maintenance shall be limited to the restocking of spare parts and provision of trained personnel to provide normal and customary repair of the Equipment. Software maintenance, support and upgrades are not included under this Agreement nor are Equipment repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, acts of God or public enemy, acts of terrorism, or improper wiring, repair or alteration by anyone other than CenturyTel. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CENTURYTEL WILL NOT REPLACE PERSONAL COMPUTERS, MONITORS, OR PRINTERS OTHERWISE COVERED UNDER THIS AGREEMENT, IF SUCH EQUIPMENT IS GREATER THAN FIVE (5) YEARS OLD. CENTURYTEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS PROVISION OF SERVICES HEREUNDER INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CENTURYTEL EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ANY SUCH WARRANTIES.**
5. **TRAINING.** CenturyTel will provide up to 4 hours of basic training on the operation of the Equipment to Customer's employees during the Initial Term of this Agreement at times mutually acceptable to both Customer and CenturyTel. Any additional training shall be at CenturyTel's then prevailing rates.

6. SERVICE CALLS. During the term of this Agreement, CenturyTel will use commercially reasonable efforts to respond to (a) routine service calls within 48 hours of receipt of notice from the Customer that service is necessary, and (b) emergency service calls within 2 business hours of receipt of notice from the Customer that an emergency exists. "Emergency" is defined for purposes of this Agreement as any service interruption that renders E911 service incapable of receiving incoming calls or delivering outgoing calls with E911 System feature functionality.
7. LIMITATION OF LIABILITY / INDEMNITY. CenturyTel and its subcontractors shall not be liable jointly or severally for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, end users or invitees arising in connection with the maintenance services provided by CenturyTel or its subcontractors unless such loss, injury, death or damage results solely from the willful misconduct of CenturyTel. **IN NO EVENT SHALL CENTURYTEL'S AND ITS SUBCONTRACTORS' TOTAL LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF \$50.00 OR THE PRO RATA AMOUNT OF THE RECURRING CHARGES ASSOCIATED WITH THE PROVISION OF THE SERVICE FOR THE TIME PERIOD THE E911 SYSTEM IS FULLY OR PARTIALLY INOPERATIVE. FURTHERMORE, CENTURYTEL SHALL NOT BE LIABLE WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITIES WHETHER OR NOT CENTURYTEL SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** CenturyTel's obligations and liabilities under this Agreement are further limited by the provision of any applicable tariffs governing its rendition of services.
8. DELAY. The time for performance by CenturyTel of its services under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of CenturyTel), acts of terrorism and the government response thereto, or any other cause beyond the reasonable control of CenturyTel.
9. MISCELLANEOUS. Neither the benefits nor obligations of the Agreement may be assigned without prior written consent of CenturyTel. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and CenturyTel with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by CenturyTel personnel.
10. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the Equipment (or any other property) from any cause whatsoever except to the extent such loss, damages, destruction or interference results solely and directly from the willful misconduct of CenturyTel.
11. DEFAULT. If either party fails to perform any obligation under this Agreement (including but not limited to, Customer's payment of the Maintenance Fees and provision of equipment facilities as specified in paragraphs 2 and 3) and such failure remains uncured for thirty (30) days after receipt of notice, failure to timely cure such nonperformance shall constitute a default under this Agreement. Upon any such default, the non-defaulting party shall be entitled to pursue such remedies as are available at law or in equity (including discontinuance of maintenance) except to the extent otherwise limited by the Agreement.

12. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement or to such other address as a party may specify in accordance with this provision. Notice shall be effective upon receipt.
13. The laws of the state of Missouri shall govern the interpretation of this Agreement. If any of the provisions of the terms and conditions contained herein shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, such invalidity or unenforceability shall not invalidate or render unenforceable any other term or condition, but rather these terms and conditions shall be construed and enforced accordingly. In the event of any such invalidity or unenforceability of any provision, the parties shall promptly cooperate to replace such provision with a valid and enforceable provision that achieves the same result as the invalid or unenforceable provision, to the maximum extent permitted by law.
14. No provision of this Agreement shall in any way inure to the benefit of any third person (including without limitation the public at large) so as to constitute any such person a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
15. If any suit or action is instituted or prosecuted to interpret or enforce any provision of this Agreement the prevailing party in such suit or action shall be entitled to recover from the other party costs, expenses and reasonable attorney fees incurred by such prevailing party in connection with such suit or action, in addition to all other sums allowed by law and this Agreement, both at trial and on appeal.
16. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Each party to this Agreement agrees to accept a facsimile signature on behalf of the other party in lieu of an original signature; provided however, that either party may request, and the other party shall provide, an appropriate original signature following acceptance by such party of a facsimile signature.
17. This Agreement represents the entire Agreement between the parties with respect to the subject matter herein contained, is the final, complete and exclusive statement of the provisions thereof, and supersedes and terminates any prior agreement, understanding or representation between the parties with respect thereto, whether written or oral. Without limiting the generality of the preceding sentence, no provision of any purchase order or other document issued by Customer, whether before, on or after the date of this Agreement, shall modify or supplement in any way any provision of this Agreement.

APPROVED AS TO
LEGAL FORM
6/17/08
[Signature]
DATE

Boone County, Missouri 17 North 7th St Suite A Columbia, Missouri 65205	CenturyTel of Missouri, LLC 625 Cherry Columbia Mo 65201
By: <i>[Signature]</i> Signature	By: <i>[Signature]</i> 6/11/08 Signature
<i>KENNETH M. PEARSON</i> Printed Name	<i>GEORGE CARNEY</i> Printed Name
Title: <i>PERSONAL COMMISSIONER</i>	Title: <i>GENERAL MANAGER</i>

ATTEST:
[Signature]
County Clerk

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

#81,745.52
2020-60050

SCHEDULE A

This Schedule A is attached to and made a part of the E911 Equipment Maintenance Agreement by and between CenturyTel of Missouri LLC and Boone County 911 located at 17 North 7th Street, Columbia, MO 65205.

The equipment covered under such Agreement is as follows:

\$38,926.44 Maintenance Fees effective dates 4-1-2007-3/31/2008

\$42,819.08 Maintenance Fees effective dates 4-1-2008-3/31/2009

\$81,745.52 Total Maintenance

- 4 - Modem Microcom 33.6 External + Fax
- 11 - Module HLIM New Style W/E I/O Int Modem
- 13 - Sentinel/SeALI computers (11 onsite, 2 at CenturyTel Central office)
- 7 - Monitor 19" Touch (flat panel)
- 4 - Monitor 21" Touch (CRT)
- 1 - Monitor 17" (CRT)
- 2 - HP C1099a terminal (located at Centralia and University of Missouri)
- 2 - Epson printers (located at Centralia and University of Missouri)
- 1 - 24 port switch
- 1 - Adtran Netvanta 3200 router
- Plant/CML Sentinel Software & IRR
- Plant/CML Activity Tracker Software
- Plant/CML SeALI Software
- Plant/CML Smart Software
- Plant/CML Statistics Software

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 8th day of January 20 08

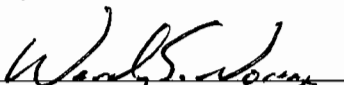
the following, among other proceedings, were had, viz:

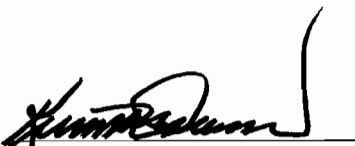
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for a reallocation of funds for the Courthouse Expansion Project:

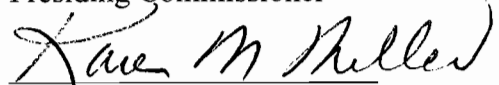
Department	Account	Department Name	Account Name	Decrease	Increase
4061	71222	CH Expansion (1/5 cent capital improvement sales tax)	Construction Management General Conditions		\$24,081
4061	71231	CH Expansion (1/5 cent capital improvement sales tax)	Owner's Cost	\$24,081	

Done this 8th day of January, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08

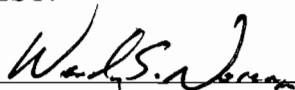
In the County Commission of said county, on the 8th day of January 20 08

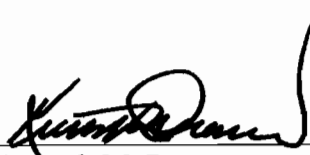
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on January 29, 2008, from 5:00 p.m. to 7:30 p.m. for a public meeting regarding local stream quality.

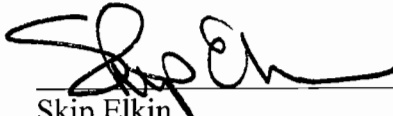
Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECEIVED DEC 26 2007

002 21-2008

12/21/2007 14:45 FAX

Ken Pearson, Presiding Commissioner
K... M. Miller, District I Commissioner
S... Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Public meeting regarding local stream quality

Date(s) of Use: Jan 29, 2008

Time of Use: From: 5:00 pm a.m./p.m. thru 7:30 a.m./p.m.

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Show-Me Clean Streams / Scott Hamilton

Organization Representative/Title: Scott Hamilton / Urban Conservationist

Address/Phone Number: 1110 S College, Columbia, MO 65201 882-9909 ext 3257

Date of Application: 12-26-07

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

W. S. Pearson
County Clerk

Roger B. Wilson
County Commissioner

DATE: 1/8/08

Hi,

I was in your office a month ago to talk about this date. It is a dance party for Peace-free to the public. We will ask for donations for the ~~event~~ event. ~~50%~~ 50% of donations will go to the Boone County High Steppers + 50% to pay for the event. Previously, I asked for the 15th ^{I think} for this event, but the date has changed to the 13th.

It is an event that is sponsored & produced by different organizations all over the world. A very simple prayer for peace is read all over the world at the same time & entertainment is presented.

Thank you,

Lamere Shupert Gonzalez
Belly Dance United
www.bellydanceunited.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 08


In the County Commission of said county, on the 8th day of January 20 08


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

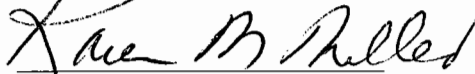
Now on this day the County Commission of the County of Boone does hereby approve the use of the Courthouse Grounds and Courtyard Square on September 13, 2008, from 4:00 p.m. to 9:00 p.m. for Earthdance for Peace.

Done this 8th day of January, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner