

148 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2d 0

In the County Commission of said county, on the 18<sup>th</sup> day of March 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 03-19Jan10 Two Way Radio Equipment to Holzberg Communications. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18<sup>th</sup> day of March, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: March 15, 2010  
RE: 03-19JAN10 – Two-Way Radio Equipment

The Bid for Two-Way Radio Equipment closed on January 19, 2010. Three bids were received. Purchasing and the Boone County Public Works Department recommend award to Holzberg Communications, Inc for offering the lowest and best bid for the County.

Total cost of contract for two radios is \$12,600.00 and invoice will be paid from department 2040 – Public Works Maintenance Operations, Account 91300 – Equipment. \$15,000 is budgeted in this account.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, PW  
Bid File

**03-19JAN10 - Two-Way  
Radio Equipment-T-Pass  
Combiner**

BID TABULATION			Holzberg Communications		Warner Communications		Tessco Inc.	
4.7	Pricing	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.71	132-174MHz Combiner	2	\$6,300.00	\$12,600.00	\$6,690.00	\$13,380.00	\$7,747.00	\$15,494.00
4.8	Cash Discount			0		0		0
	Days			30		15		30
4.9	<b>GRAND TOTAL</b>			\$12,600.00		\$13,380.00		\$15,494.00
4.1	COOP (Yes or No)		YES		YES		YES	
4.11	Delivery After Receipt of Order		5 Weeks		4 Weeks		4 to 6 Weeks	

No Bid

Bazen Painting

Mink Marketing

# Boone County Purchasing

Tyson Boldan,  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

TO: Greg Edington  
Fleet Superintendent

FROM: Tyson Boldan,  
Buyer

DATE: February 26, 2010

RE: Bid Award Recommendation – 03-19JAN10 – Tow-Way Radio Equipment

Attached is the bid tabulation for the three bids responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2040

Account Number: 91300

Budgeted: \$ 15,000

Award Bid by low bid to Holzberg Communications, INC..

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:

*Derin Campbell*  
Derin Campbell

Date: 02-26-10

To: County Clerk's Office

Comm Order # \_\_\_\_\_

Return to Auditor's Office  
Please do not remove staple.



## PURCHASE REQUISITION BOONE COUNTY, MISSOURI

2/28/10

REQUEST  
DATE

	Holzberg Communications, Inc.	1800-654-9550
VENDOR NO.	VENDOR NAME	PHONE #
	P.O. Box 322	NJ 07511
	Totowa	
	ADDRESS	STATE ZIP

### BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

<input checked="" type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499) <input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source	<b>Not Subject To Bidding (select appropriate response below):</b> <input type="checkbox"/> Utility <input type="checkbox"/> Employee Travel/Meal Reimb <input type="checkbox"/> Training (registration/conf fees) <input type="checkbox"/> Dues <input type="checkbox"/> Pub/Subscription/Transcript Copies <input type="checkbox"/> Refund of Fees Previously Paid to County <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable <input type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain):	<input type="checkbox"/> Mandatory Payment to Other Govt <input type="checkbox"/> Court Case Travel/Meal Reimb <input type="checkbox"/> Tool and Uniform Reimb <input type="checkbox"/> Inmate Housing <input type="checkbox"/> Remit Payroll Withheld <input type="checkbox"/> Agency Fund Dist (dept #s 7XXX)
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**#03-19JAN10**  
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # ~~94300~~ *2040*

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 / 3 0 0	T-pass TX Multcplr 4 CH 1	2	6,300.00	\$12,600.00
<b>TOTAL</b>					<b>\$12,600.00</b>

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

Tyson Boldan  
Prepared By

*Jane Telander*  
Requesting Official

*[Signature]*  
Auditor Approval

## PURCHASE AGREEMENT FOR TWO-WAY RADIO EQUIPMENT

THIS AGREEMENT dated the 18 day of March 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Holzberg Communications, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Tow-Way Radio Equipment**, County of Boone Request for Bid, bid number **03-19JAN10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **January 7, 2010** and executed by **Andy Holzberg**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Contract, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) 132-174MHZ Combiners as specified and responded to in the bid specifications at a cost of \$6,300.00 each The total cost of this contract will be \$12,600.00.

3. **Delivery** - Contractor agrees to deliver the equipment as stated above to the Boone County Public Works Department within thirty five (35) days after order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty 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.

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

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

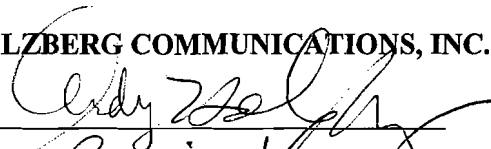
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or

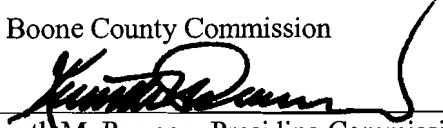
- condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not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

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

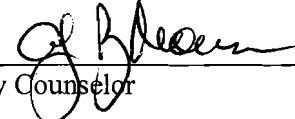
**HOLZBERG COMMUNICATIONS, INC.**

by   
title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

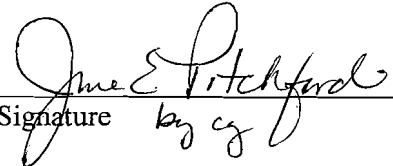
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

<u></u>	<u>3/12/10</u>	<u>2040/91300 - \$12,600.00</u>
Signature	Date	Appropriation Account

4. Response Form

4.1. Company Name: Holzberg Communications, Inc.

4.2. Address: PO Box 322

4.3. City/Zip: Totowa, NJ 07511

4.4. Phone Number: 800-654-9550

4.5. Fax Number: 973-389-9696

4.6. Federal Tax ID: 22-2864676

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

4.7.	<b>PRICING</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
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4.7.1.	132-174 MHz Combiner	\$ 6,300-	2	\$ 12,600-
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4.8.	Cash Discount	0%	\$ _____	(net)
			30	days

4.9.	GRAND TOTAL			\$
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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. Delivery After Receipt of Order: 5 WEEKS

Describe Warranty or attach:  
1 YEAR

4.12. \_\_\_\_\_

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

4.12. Authorized Representative (Sign By Hand): *Andy Holzberg* Date: 1-7-10

Print Name and Title of Authorized Representative  
Andy Holzberg, President



(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

*Andy Holzberg, President*

Signature

Date

*1-7-10*



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

***Request for Bid (RFB)***

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: tboldan@boonecountymo.org

***Bid Data***

Bid Number: **03-19JAN10**

Commodity Title: **Two-Way Radio Equipment – T-Pass Combiner**

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

***Bid Submission Address and Deadline***

Day / Date: **Tuesday, January 19, 2010**  
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 6<sup>th</sup> 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, January 19, 2010**  
Time: **1:30 P.M. Central Time**  
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  
Debarment 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
    - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. 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.
  - 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.
- 1.7. **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** - For the Furnishing and Delivery of two (2) 132-174 MHz, T-Pass Combiners with manufacturer's standard equipment and features specified below.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. **General:** Two (2) 132-174 MHz, t-pass combiners. Units shall have quarterwave cavity type @ 10" diameter. Units shall be Bird Technologies Group, part # 73-38-05-2D-04 or approved equal.
  - 2.2.2. **Warranty:** Manufacturer's standard warranty.
  - 2.3. **Designee** – Boone County Public Works
  - 2.4. **Contact** – Tyson Boldan, Boone County Purchasing Department, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392 Facsimile: (573) 886-4390 E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)
  - 2.5. **Delivery:** Units shall be delivered with Bill of Sale.
  - 2.5.1. **Delivery Terms:** FOB- Destination. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201.
  - 2.5.2. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
  - 2.5.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.

Department**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com). Select "Purchasing" then "Bid Awards"
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid. Bid evaluation will be based on quality, reliability, delivery time after receipt of order (ARO), and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

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

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

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

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

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

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

4.7. **PRICING**

**Unit Price**

**Qty**

**Extended Price**

4.7.1. 132-174 MHz Combiner

\$

2

\$

4.8. **Cash Discount**

\$ \_\_\_\_\_ net

\_\_\_\_\_ days

4.9. **GRAND TOTAL**

\$

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

Delivery After Receipt of Order: \_\_\_\_\_

4.11.

Describe Warranty or attach:

4.12.

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

Authorized Representative (Sign By Hand):

4.12. \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of Authorized Representative

\_\_\_\_\_

**(Please complete and return with Bid)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date





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

### *Standard Terms and Conditions*

Tyson Boldan, Buyer

Phone: (573) 886-4391 – 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. 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 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.

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

***“No Bid” Response Form***

Tyson Boldan, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**“NO BID RESPONSE FORM”**

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

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

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

**BID # 03-19JAN10 – Two Way Radio T-Pass Combiner**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

149 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2010

County of Boone

In the County Commission of said county, on the

18<sup>th</sup>

day of March

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the application for Stream Care for Landowners, Nonpoint Source Pollution Minigrant for the period beginning 7/15/2010 and ending 1/14/2012 in the amount of \$19,925.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

Done this 18<sup>th</sup> day of March, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

**From:** Georganne Bowman  
**To:** Kristina Johnson  
**Date:** 3/10/2010 11:00 AM  
**Subject:** Commission Agenda request  
**Attachments:** Stream Care for Landowners.doc; Stream Care for Landowners minigrant.doc

**CC:** Georganne Bowman; Jessica Sapp  
Kristina,

I would like to pursue another funding request to DNR and need Commission approval. Can you put this on the agenda for the 16th and 18th of March? The grant is due on the 1st of April, so that should give me plenty of time to make copies, and mail it in.

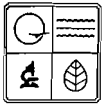
**Public Works:**

Grant Request - This 2 year project with a request of \$9,775 would be used to conduct three workshops which will provide training for stream side homeowners. Workshops will demonstrate erosion products and installation techniques so homeowners can repair bank erosion and care for their streams without causing additional problems downstream. Partners include City of Columbia, ASP Enterprises, and Missouri Petroleum. Match in the amount of \$6,575 will come from product donations and staff time on the event.

Thanks!

Georganne Bowman  
Stormwater Coordinator  
Boone County Public Works  
[gbowman@boonecountymo.org](mailto:gbowman@boonecountymo.org)  
573-449-8515 ext 235





**APPLICATION FOR NONPOINT SOURCE POLLUTION MINIGRANT**

1. TITLE OF PROPOSAL Stream Care For Landowners			
2. SPONSORING ORGANIZATION Boone County Public Works		ADDRESS 5551 Highway 63 South	
3. CONTACT PERSON Georganne Bowman	TELEPHONE NUMBER 573-449-8515 ext 235	E-MAIL ADDRESS gbowman@boonecountymmo.org	
4. START DATE 7/15/2010		END DATE 1/14/2012	
5. PROJECT SCHEDULE:			
MILESTONES/ACTIVITIES		TARGET DATE	
1. Meet with John Johnson, & partners to discuss changes to StreamCare Guide		7/1/10	
2. Meet with partners to discuss workshop plan and logistics			
3. Work with D&C engineer to design solution for problem areas			
3. Contact speakers for workshop, get commitment,		7/15/10	
4. Build a stream table (based on MDC supplies and guidance)			
5. Order rock, gravel, and other supplies			
6. Purchase supplies, develop and order sign for placement during workshop (with DNR review and approval)		7/20/10	
7. Advertize event - NewsRelease, City and County website			
8. Finalize demonstration site construction (BMP placement)		8/15/10	
8. Finalize workbooks and materials			
9. Conduct September/October Stream Care Workshop and field day event (pre and post survey, approved by DNR)		9/15/10	
10. Meet with partners, and speakers to determine what worked, & what could be improved upon for second and third workshop.		9/30/10	
11. Send out 1 <sup>st</sup> newsletter (after DNR review and approval), update Website with info/photos		11/30/10	
Repeat activites 2-8 for second workshop to be held in April 2011 (Feburary - April)		4/15/10	
Conduct 2 <sup>nd</sup> workshop "Stream Care For Landowners" (pre and post survey, approved by DNR)		5/20/10	
Repeat workshop follow-up activities 10 and 11 in May		7/15/11	
Repeat activites 2-8 for third workshop to be held in September 2011 (July - September)		9/30/11	
Conduct 3 <sup>rd</sup> workshop and field day (pre and post survey, approved by DNR)		9/30/11	
Repeat workshop follow-up activities 10 and 11 in October		1/1/12	
Capture project success, evaluate and report time, effort, water quality benefits. (photo journal, articles, etc)		quarterly	
Quarterly report and invoices		quarterly	
Annual report, Final report		1/15/12	
6. BUDGET			
EXPENSE ITEM	MINIGRANT FEDERAL	NON-FEDERAL MATCH	OTHER
SALARYFRINGE Time of project manager, SW educator, PE, web designer, and accounting staff	\$	\$6500	\$2500
TRAVEL Travel expenses for speakers	\$200	\$	\$
SUPPLIES Rock, gravel, willow stakes, filter lining, other supplies (3000) in house printing, (100) educational supplies, workbooks, certificates, incentives (600) signs (200) - water/soda for workshops (100) Stream Table (2000)	\$7000	\$	\$575

OTHER Tent and table rentals Equipment time and usage Bus rental and driver	\$2000	\$	\$
CONTRACTUAL Catered food for construction staff on workshop & field day (\$75) Advertizing (200) Printing and mailing (1300)	\$500	\$75	\$
INDIRECT (Only if your organization has an established rate)	\$	\$	\$
<b>TOTAL CHARGES</b>	<b>\$ 9775</b>	<b>\$6575</b>	<b>\$3575</b>

7. LINK TO OTHER GRANT PROGRAMS

Hinkson Creek Watershed Restoration Project, Phase II,  
Land-use planning in the Bonne Femme Watershed (closed - but part of the WMP implimentation)

8. OBJECTIVES: (MUST BE SPECIFIC AND MEASURABLE)

- 1) The short term goal is to increase awareness and knowledge about proper construction placement, effectiveness, cost and environmental benefits (ie reduction of concentrated flow, velocity, erosion, and other NPS benefits), of stream management BMPs. This will be accomplished by designing and constructing three (3) demonstration projects on privately-owned problem sites in Boone County. Three workshops will be held in different areas of the county to facilitate greater participation and buy-in. Public works staff, commissioners, and developers will be invited as well as landowners.
- 2) The intermediate goal is to increase the acceptibility and use of these BMPs.
- 3) The long-term goal is to reduce channel erosion and sedimentation, empower landowners with the tools and knowledge to address a stream erosion problem, and what to do.

9. OUTPUT: (TANGIBLE RESULTS OF PROJECT)

- 1) Three (3) streamside demonstrations on sites that are currently eroding,
- 2) Three (3) workshops with at least 25 participants each,
- 3) Two (2) field days with at least 15 participants each,
- 4) Workshop materials and handouts, including an updated StreamCare
- 5) Stream Table
- 6) Additional sites where landowners have utilized BMPs to slow water velocity, reduce erosion and sedimentation to streams,
- 7) Signs at the demonstration area crediting DNR with funding assistance, and explaining the project,
- 8) Photo journal and project write-up on Boone County stormwater website,
- 9) Two (2) articles in the public works newsletter,
- 10) Pre and post survey of workshop participants.

10. EVALUATION METHODS: (MUST QUANTIFY ATTAINMENT OF OBJECTIVES AND EFFECTIVENESS OF RESULTS AND OUTPUTS)

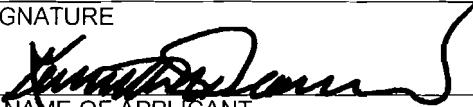
- 1) To evaluate success of the short term goal (increase the awareness and knowledge about how streams function, when it is appropriate to Do It Yourself (DIY) stream bank restoration, what products are available, and how they are used), 75 landowners in Boone County will attend the workshops, 30 people will attend the field days, and three (3) sites will be restored.
- 2) To evaluate the success of the intermediate goal (increase the acceptibility and use of these BMPs by Boone County landowners on their own streams), staff will offer incentives with project partners on design and BMP materials. It is anticipated that at least 3 additional streamside sites in the County will be addressed due to the info/ed gained in the workshops.
- 3) The long-term goal is to prevent erosion and channel incision. Success will be measured by pre and post surveys, willingness to accept and try stream care incentives, and feedback from the community. Quantifying erosion reduction is outside the scope of the project, although modeling will be used to estimate load reduction.

11. COOPERATORS: (AGENCY/ORGANIZATION, CONTACT PERSON, PHONE NUMBER)

NRCS - speaker - Clif Baumer  
USACOE - Jim Ptacek james.a.ptacek@usace.army.mil  
Greenbelt Land Trust - Jeff Barrows  
Missouri Petroleum - Andy Carrigen  
ASP Enterprises - Hank Fullmer  
University of Missouri - Columbia - Todd Houts  
MDC - Paul Blanchard speaker  
DNR - 319 staff (all of them ;-)  
City of Columbia - Steve Hunt, Tom Wellman, Mike Hemios

12. SIGNATURES

To the best of my knowledge, all of the data in the application are true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with all conditions of the grant if awarded.

A. NAME OF AUTHORIZED ORGANIZATION REPRESENTATIVE		PHONE NUMBER
Ken Pearson, Presiding Commissioner		
SIGNATURE 		DATE 03/18/2010
B. NAME OF APPLICANT		PHONE NUMBER
Georganne Bowman, Stormwater Coordinator		573-449-8515
SIGNATURE		DATE

## ***Stream Care for Landowners***

Problem Identification: As Boone County urbanizes the frequency and intensity of in-channel flooding increases. These bankfull events scour the stream bed and overwhelm the banks. One very noticeable effect of that scouring and inundation is the loss of protective vegetation. Without trees and grasses, banks collapse and streams widen. Many streamside landowners are frustrated with the loss of property and the creation of deep ravines where there was once a small stream. Often the landowners will throw riprap on the stream bank to try to fix the problem. Without using correctly sized rock, or filter fabric, this often makes the problem worse. In other areas, backyards are transformed into streams when stormwater flows through the property, eroding a new channel. Many landowners do not know when the problem is fixable, or too big to handle. They are not familiar with many of the erosion and sediment control products. When these products are properly placed erosion and down cutting can be reduced.



Working with our partners, we will sponsor three hands-on workshops/events for streamside landowners. The purpose is to provide landowners with:

1. Familiarization of the stormwater regulations, stream buffer setback requirements, land disturbance and 401/404 Corps/DNR permits.
2. An understanding of stream processes, via stream table discussion and stream care guidelines
3. General ideas of structural and non structural BMPs and how they work
4. An introduction to different erosion and sediment control (ESC) products such as filter fabric, scour stop etc., that are appropriate in back-yard applications
5. A hands-on demonstration of product use and placement
6. Other community resources, (NRCS and SWCD, Greenbelt Land Trust, GrowNative and StreamTeams).

Project overview: The project manager and Professional Engineer (PE) will work with local landowners that have stream bank erosion problems on their property. One of several problem sites will be evaluated to establish suitability for BMP placement and demonstration site access. Once a suitable site is determined, (one site per workshop) the



BMP will be placed in the stream or on private property. The engineer will design and oversee BMP construction.

Workshop: three workshops, each four hours (½ day) will be held to inform and educate local landowners on proper installation, BMP maintenance, and permit requirements for stream stabilization. Guest speakers will include USDA, USACOE, and MDC.

During that event, presentations, fliers or handouts will validate cost effectiveness of the practice. It is anticipated that this BMP will be placed on an additional three (3) sites by the end of the project.

Anticipated Outcomes: The short term goal of this project is to increase the awareness and knowledge on the proper construction, maintenance, placement, effectiveness, cost and environmental benefits of erosion control BMPs. This will be accomplished by hosting three (3) demonstration workshops for Boone County streamside landowners, with a target of 25 participants each, and two (2) public field days (held in conjunction with other field days, such as Jefferson Farms, Hinkson or Raingarden events). The intermediate goal is to increase the use of these BMPs on three (3) sites within Boone County before the end of the minigrant project period. This will be accomplished by providing incentives to landowners and staff for locating potential sites and for proper maintenance. The long range goal is to improve environmental conditions by reducing NPS pollution in the form of erosion and stream sedimentation through BMP implementation.

Target audience:

Boone County maintains the streets and infrastructure for over 53 subdivisions. Unfortunately county maintenance ends at the right-of-way. Homeowners with natural streams or drainageways through their property are often overwhelmed with stormwater problems. This project would help provide information to those homeowners so they can make decisions on how to care for their streams, without causing additional problems downstream.

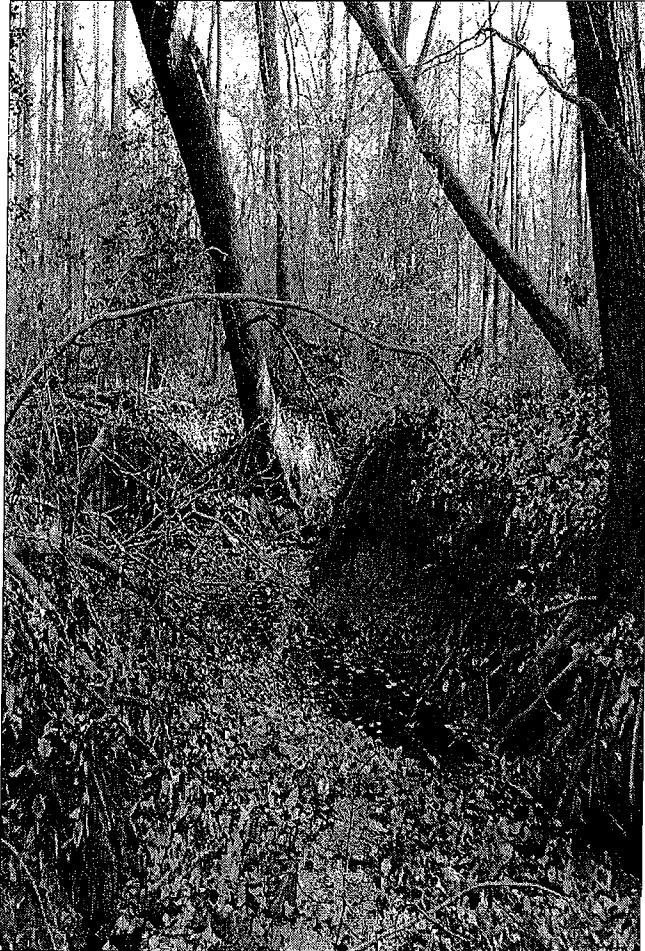
Evaluation, Assessment and Reporting:

The project manager will assess project success by evaluating the following,

- BMP effectiveness. How cost effective was this BMP in both labor and materials? What changes should be made in other situations? Could the BMP be modified in other situations to reduce costs? Was it maintained for the entire project period? Was there a visual difference in sedimentation and erosion after BMP construction? (Use photos to verify). How might this BMP work with other erosion control BMPs for increased effectiveness?
- Educational campaign effectiveness. Was the target audience's attendance at the event met or exceeded? Were the minimum educational goals met or exceeded? How could the project be modified to increase awareness or provide better information?

- Behavioral changes. Were the three (3) additional BMPs installed and maintained? Was this goal exceeded? Was there a change in acceptance of the use of erosion control BMPs in Boone County?

The answers to these questions and many more will be compiled in the final report to DNR, along with a photo journal.



**Assurances:** These BMPs may be placed in jurisdictional waters of the state and therefore would require a 404/401 permit. A qualified PE would design the projects, and work with the project manager, Army Corps of Engineers and DNR staff for applicable permits. Landowners would be required to sign a maintenance agreement for 10 years or the life of the BMP. These BMPs are not specifically listed in the county's Stormwater Management Program, (SWMP) and therefore this grant request is not for a NPDES permitted activity.

This is a photo of an urbanizing stream. Notice the channel incision, exposed roots and leaning trees.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 18<sup>th</sup> day of March 2010

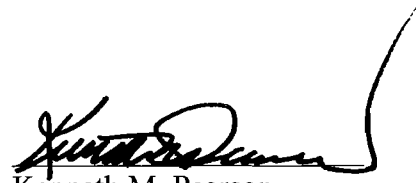
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, March 24, 2010, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

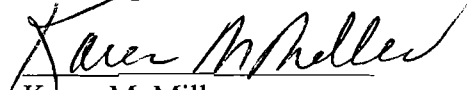
Done this 18<sup>th</sup> day of March, 2010.

ATTEST:

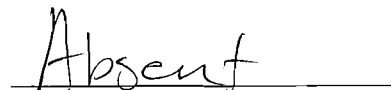
Wendy S. Norenko  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner