

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of March 20 11

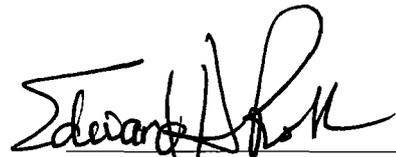
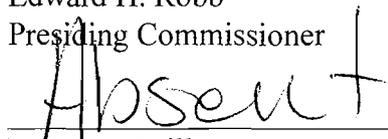
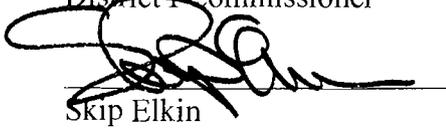
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract 01-27Jan11 Lawn Care Maintenance and Seasonal Grounds Services with Poehlmann Lawn and Landscape LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 8th day of March, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner

Karen M. Miller
District I Commissioner

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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: February 8, 2011

RE: 01-27JAN11 – Lawn Care Maintenance and Seasonal Grounds Services Term & Supply

The Bid for Lawn Care Maintenance and Seasonal Grounds Services Term & Supply closed on January 27, 2011. Nine bids were received. Purchasing and the Boone County Facilities Maintenance Department recommend award to Poehlmann Lawn and Landscape LLC., for offering the lowest and best bid for Boone County.

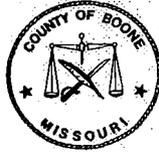
This is a term and supply contract. Statements will be paid from departments 6100 – Facilities Grounds Maintenance, 1610 – Parks and Recreation, and Account 60400 – Grounds Maintenance. For this service, \$37,425 is budgeted in the fiscal year 2011. Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Bob Davidson
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



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

TO: Bob Davidson
Manager Facilities Maintenance

FROM: Tyson Boldan,
Buyer

DATE: February 7, 2011

RE: Bid Award Recommendation 01-27JAN11 – Lawn Care Maintenance &
Seasonal Grounds Services

Attached is the bid tabulation for the bid 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: 6100/1610
Account Number: 60400/60400
Budgeted: \$ 32,229 / 5,196

- Award Bid by low bid to Poehlmanns Lawn and Landscape.
- 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: _____

Bob Davidson

Date: 2-7-11



02/24/11

REQUEST DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office

Please do not remove staple.

VENDOR NO.

Poehlmann Lawn and Landscape

VENDOR NAME

1006 War Admiral Sr,

Columbia

ADDRESS

CITY

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#04-27JAN11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 6100

Bill to Department # 6100

Department				Account				Item Description	Qty	Unit Price	Amount
6	1	0	0	6	0	4	0	Mowing – Downtown Complex	31	60	1860
6	1	0	0	6	0	4	0	Mowing – Johnson Bld	31	20	620
6	1	0	0	6	0	4	0	Mowing – Ash Street Lot	31	25	775
6	1	0	0	6	0	4	0	Mowing – North County Facility	15	100	1500
6	1	0	0	6	0	4	0	Mowing – North Field	1	750	750
6	1	0	0	6	0	4	0	Mowing – Brampton Court	15	20	300
6	1	0	0	6	0	4	0	Mowing – Reality House	1	1000	1000
6	1	0	0	6	0	4	0	Mowing – Oakland Gravel triangle	2	75	150
								TOTAL			\$6955.00

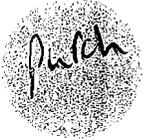
I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Tyson Boldan

Prepared By

Requesting Official

Auditor Approval



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

02/24/11

REQUEST
DATE

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office

Please do not remove staple.

VENDOR
NO.

Pochlmann Lawn and Landscape

VENDOR NAME

1006 War Admiral Sr,

Columbia

ADDRESS

CITY

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source.

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Sub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#04-27JAN11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	6 0 4 0 0	Mowing - Boone County Public Works	31	50	1550
2 0 4 0	6 0 4 0 0	Mowing - Lagoon, Boone PW	7	35	245
2 0 4 0	6 0 4 0 0	Fertilizing early spring	1	197.20	197.20
2 0 4 0	6 0 4 0 0	Fertilizing late spring	1	221.85	221.85
TOTAL					2,214.05

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

Jon Velanah
Requesting Official

coy

Auditor Approval

Purch

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

02/24/11

REQUEST DATE

Poehlmann Lawn and Landscape

To: County Clerk's Office

VENDOR NO.

VENDOR NAME

Comm Order # _____

1006 War Admiral Sr,

Columbia

Return to Auditor's Office

ADDRESS

CITY

Please do not remove staple.

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s TXXX)

#04-27JAN11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 6100

Bill to Department # 6100

Department	Account	Item Description	Qty	Unit Price	Amount
6 1 0 0	6 0 4 0 0	Fertilizing Early Spring	1	176.80	176.80
6 1 0 0	6 0 4 0 0	Fertilizing Late Spring	1	198.90	198.90
6 1 0 0	6 0 4 0 0	Fertilizing Early Summer	1	167.96	167.96
6 1 0 0	6 0 4 0 0	Fertilizing Early Fall	1	176.80	176.80
6 1 0 0	6 0 4 0 0	Fertilizing Late Fall	1	159.12	159.12
6 1 0 0	6 0 4 0 0	Grub Control	1	176.80	176.80
6 1 0 0	6 0 4 0 0	Aerating	1	530.40	530.40
6 1 0 0	6 0 4 0 0	Verti-Cutting	1	1105	1105
6 1 0 0	6 0 4 0 0	Overseeding	1	442	442
6 1 0 0	6 0 4 0 0	Agricultural Lime	1	331.50	331.50
6 1 0 0	6 0 4 0 0	Power Raking	1	1105	1105
		TOTAL			4,570.28

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


Requesting Official



Auditor Approval

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

THIS AGREEMENT dated the 8 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Poehlmann Lawn and Landscape 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 **01-27JAN11**, 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 **January 26, 2011** and executed by **Anthony Poehlmann** 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, this Purchases Agreement. the 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, 2011** and extend through **February 28, 2012** 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, or to Boone County Public Works, 5551 Hwy 63 South Columbia, MO 65201, respectively. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; 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

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.

POEHLMANN LAWN AND LANDSCAPE LLC BOONE COUNTY, MISSOURI

by 

title OWNER

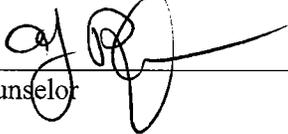
address 1206 WAR ADMIRAL DR.

COLUMBIA MO 65202

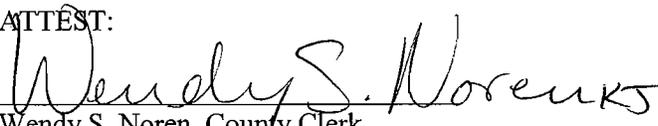
by: Boone County Commission


Edward Robb, Presiding Commissioner

APPROVED AS TO FORM:

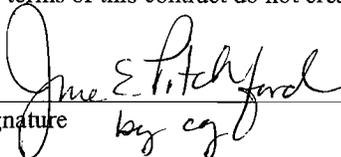
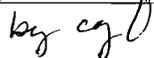

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by 

204016400 & 6100/60400 and 1610/60400 Term and Supply
3/3/11
Date

Appropriation Account