CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 11

County of Boone

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:

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

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: RE:	February 7, 2011 Bid Award Recommendation 01-27JAN11 – Lawn Care Maintenance & Seasonal Grounds Services
return this c	the bid tabulation for the bid responses received for the above referenced bid. Please over sheet with your recommendation by fax to 886-4390 after you have completed on of this bid. If you have any questions, please call or e-mail me.
<u>Ples</u> Dep Acc	IENT REPLY: ase complete the following: partment Number: 6/00/16/0 count Number: 60400/60400 algeted: \$ 32,229 5,196
_X	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).
Administra	tive Authority Signature: // December Date: 2-7-//

Bob Davidson



02/24/11

PURCHASE REQUISITION BOONE COUNTY. MISSOURI

REQUEST* *	ВС	DONE COUNTY, MISSOURI					
VENDOR NO.	Poehlmann Lawn and Landscar VENDOR NAME	oe	To: County Clerk's Office Comm Order #				
	1006 War Admiral Sr, ADDRESS	Columbia	Return to Auditor's Office Please do not remove staple.				
Emergency Written Quo Purchase is existing bid o	Refer to RSMo 50.6 Inter # below) (e (enter # below) Procurement (enter # below) Inter # below) Procurement (enter # below) Inter # below	BID DOCUMENTATION ed to demonstrate compliance with statutory bi 160, 50.753-50.790, and the Purchasing Manual- Not Subject To Bidding (select 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 Poli Intergovernmental Agreement Not Susceptible to Bidding for Other Reaso	—Section 3 appropriate response below):				

Ship to Department # 1610

Bill to Department # 1610

Department			Account						Item Description	Qty	Unit Price	Amount	
1	6	1	0		6	0	4	0	0	Mowing – El Chaparral County Park	15	200	3000
1_	6	1	0		6	0	4	0	0	Mowing – MKT Trail Edge	5	130	650
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_				1							+	_	
										TOTAL	+		\$365

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	<u> </u>	
Prepared By		
Decedon	<u></u>	
Requesting Official	U Auditor Approval	_



PURCHASE REQUISITION 02/24/11 BOONE COUNTY, MISSO! DI REQUEST DATE To: County Clerk's Office Poehlmann Lawn and Landscape VENDOR VENDOR NAME Comm Order # NO. 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) Not Subject To Bidding (select appropriate response below): Sole Source (enter # below) Utility Mandatory Payment to Other Govt Emergency Procurement (enter # below) Court Case Travel/Meal Reimb Employee Travel/Meal Reimb Tool and Uniform Reimb Written Quotes (3) Attached (>\$750 to \$4,499) Training (registration/conf fees)

Dues

Ship to Department #6100

existing bid or sole source

#04-27JAN11

Purchase is <\$750 and is NOT covered by an

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill to Department # 6100

Not Susceptible to Bidding for Other Reasons (Explain):

Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable

Inmate Housing

Remit Payroll Withheld

Agency Fund Dist (dept #s 7XXX)

D	Department Account			unt		Item Description	Qty	Unit Price	Amount			
6	1	0	0	6	0	4	0	0	Mowing – Downtown Complex	31	60	1860
6	1	0	0	6	0	4	0	0	Mowing Johnson Bld	31	20	620
6	1	0	0	6	0	4	0	0	Mowing – Ash Street Lot	31	25	775
6	1	0	0	6	0	4	0	0	Mowing – North County Facility	15	100	1500
6	1	0	0	6	0	4	0	0	Mowing – North Field	1	7 <u>50</u>	750
6	1	0	0	6	0	4	0	0	Mowing – Brampton Court	15	20	300
6	1	0	0	6	0	4	0	0	Mowing – Reality House	1	1000	1000
6	1	0	0	6	0	4	0	0	Mowing – Oakland Gravel triangle	2	75	150
									TOTAL			\$6955.00

Pub/Subscription/Transcript Copies

Intergovernmental Agreement

Refund of Fees Previously Paid to County

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	
VI () aued or	_C/Y
Requesting Official	θ Auditor Approval

02/24/11		PUF	RCHASE REQUISITION	1						
REQUEST	BOONE COUNTY, MISSOURI									
VENDOR NO.	Poehlmann Lawn and La VENDOR NAME	ndscape		-	To: County Clerk's Office Comm Order #					
NO.	1006 War Admiral Sr,		Columbia	 Return to Auditor's Office Please do not remove staple. 						
☑ Bid /RFP (er☐ Sole Source☐ Emergency	Refer to RSM ter # below) (enter # below) Procurement (enter # below)	no 50.660,	BID DOCUMENTATION demonstrate compliance with statutory bid 50.753-50.790, and the Purchasing Manual— Not Subject To Bidding (select a Utility Employee Travel/Meal Reimb	Section 3 uppropriat	te response belov Mandatory Paymer Courl Case Travel/	nt to Other Govt Meal Reimb				
☐ Written Quo ☐ Purchase is	Procurement (enter # below) tes (3) Attached (>\$750 to \$4, <\$750 and is NOT covered by a r sole source	an 🗍	☐ Training (registration/conf fees) ☐ Dues ☐ Pub/Subscription/Transcript Copies	 ☐ Courl Case Travel/Meal Reimb ☐ Tool and Uniform Reimb ☐ Inmate Housing ☐ Remit Payroll Withheld ☐ Agency Fund Dist (dept #s 7XXX) 		leimb neld				
#04-27JAN11 (Enter Applicable I	3id / Sole Source / Emergency Nu	mber)	Refund of Fees Previously Paid to County Professional Services (see Purchasing Policy Intergovernmental Agreement Not Susceptible to Bidding for Other Reason	y Section	3-103); enter RFP					
Ship to Depa	rtment # 2040	•	Bill to Department # 2040							
Department	Account		Item Description	Ofv	Unit Price	Amount				

D	epar	rtme	nt		Ac	cor	unt		i i i		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	O	4	0	0	Fertilizing late spring	1	221.85	197.20 221.85
									0			
									**			
									TOTAL			2,214.05

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certify that the goods, services or charges specified above	e are necessary for the use of this department, are solely for the benefit of
he county, and have been procured in accordance with sta	tutory bidding requirements.
Tyson Boldan	
Prepared By	
Done Velande	ce_{χ}
Requesting Official	Auditor Approval



02/24/11

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

BOONE COUNTY, MISSOURI							
	Poehlmann Lawn and Landscape		To: County Clerk's Office				
VENDOR	VENDOR NAME		Comm Order #				
NO.	1006 War Admiral Sr,	Columbia	—— Return to Auditor's Office				
	ADDRESS	CITY	Please do not remove staple.				
	BID I This field MUST be completed to demon Refer to R\$Mo 50.660, 50.753-5						

	BID DOCUMENTATION This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to R\$Mo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3											
\square	Bid /RFP (enter # below)		Not Subject To Bidding (select	approp	riate response 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		Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County		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 hter Applicable Bid / Sole Source / Emergency Number)		Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable Intergovernmental Agreement Not Susceptible to Bidding for Other Reasons (Explain):									

Ship to Department # 6100

Bill to Department # 6100

D	epa	rtme	nt		A	ccou	unt		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	17.6.80	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	
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Requesting Official	Auditor Approval

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PURCHASE AGREEMENT FOR

LAWN CARE MAINTENANCE AND SEASONAL GROUNDS SERVICES – TERM & SUPPLY

THIS AGREEMENT dated the	8	_day of _	Marci	2011	is made l	between
Boone County, Missouri, a political subdiv	ision of	the State	e of Missouri tl	nrough th	e Boone (County
Commission, herein "County" and Poehlm	ann La	wn and	Landscape LI	C, hereir	n "Contra	ctor."

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 Claty Pale	by: Boone County Commission
title OWNEC	alward K.V.
address 1206 WAR ADMIRAL DR.	Edward Robb, A siding Commissioner
COLUMBIA MO 65202	
APPROVED AS TO FORM:	ATTEST:
County Counselor	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

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the terms of this contract do not create a measurable county obligation at this time.)