



Request for Bid (RFB)

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

Amy Robbins, Senior Buyer
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Bid Data

Bid Number: **17-28MAR14**
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: **Friday, March 28, 2014**
Time: 1:30 P.M. C.S.T. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Friday, March 28, 2014**
Time: 1:30 P.M. C.S.T.
Location / Address: Boone County Purchasing Department
Boone County Annex Building, Conference Room
613 E. Ash Street
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
 - Attachments A-F – Locations for Mowing Services
 - Instructions for Compliance with House Bill 1549
 - Work Authorization Certification
 - Certification of Individual Bidder
 - Affidavit – Certification of Individual Bidder
 - Debarment Form
 - Prior Experience
 - Statement of Bidder's Qualifications
 - Standard Terms and Conditions
 - "No Bid" Form

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 **the date of award through February 28, 2015, 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.
- 2.1.1. **Scope of Work** – Work performed shall include, at regular intervals, mowing of the locations specified in this document. Optional services for use at the County’s discretion shall include fertilizing, weed control, agricultural lime treatment, aerating, verti-cutting, over-seeding, 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 County.
- 2.1.5. **Contractor Qualifications and Experience:** The Contractor shall be a fully authorized and licensed lawn care specialist and distributor of materials offered. Contractors may use the *Statement of Bidder’s Qualifications* provided in this document in confirming this information.
- 2.2. **TECHNICAL SPECIFICATIONS-LAWN CARE MAINTENANCE:**
- 2.2.1. **General Requirements** – The Boone County Facility Maintenance Department plans to provide lawn care maintenance to most County locations for the duration of this contract. However, the Contractor shall provide pricing for these services for *optional* use by those departments not being maintained by the Facilities Dept. which include Public Works, the Sheriff Department, and Resource Management.
- 2.2.1.1. No services shall be performed unless scheduled and authorized by the using department five (5) working days in advance.
- 2.2.1.2. Contractor shall fully comply with all Federal, State, City, and County laws and regulations governing labor, work hours, labor conditions, and wage rates.
- 2.2.1.3. 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.
- 2.2.1.4. 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** – 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.
- 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. **OPTIONAL SERVICES** – The following services are to be performed as needed and as requested by the using department.
- 2.2.4.1. **Lawn Care Maintenance Requirements** – Any turf area maintenance shall be performed as

requested and approved by the using department. 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.

- 2.2.4.2. **Fertilization and Weed Control** – When fertilization and weed control is requested, 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 may be requested: **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 County.
- 2.2.4.3. **Grub Control** – When requested, 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 County. The grub control pesticide shall be dispensed in accordance with the manufacturer’s recommended application and dose rate to effectively treat for grubs.
- 2.2.4.4. **Power Raking** – When requested, 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 remove 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 County.**
- 2.2.4.5. **Aerating/Verti-Cutting/Overseeding** – When requested, 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.
- 2.2.4.6. **Agricultural Lime Treatment** – When requested, 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 County. 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 using 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. **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.
- 2.3.5.1. **Boone County Public Works – 5551 Tom Bass Rd. – (ATTACHMENT A)** 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.
- 2.3.5.2. **Boone County Public Works - Lagoon – 5551 Tom Bass Rd. – (ATTACHMENT A)** 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.
- 2.3.5.3. **Union Cemetery – (ATTACHMENT B)** - Southeast corner of Union Church Road and Jay Jay Road near Centralia, Missouri . 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.
- 2.3.5.4. **Rocky Fork Cemetery – (ATTACHMENT C)** - Southeast corner of State Route VV at Hinton Road North of Columbia, Missouri –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.
- 2.3.5.5. **Boone County Sheriff Department – 2121 County Drive, Columbia, MO 65202 – (ATTACHMENT D)** – From the parking lot on the east side of the facility to Roger I. Wilson Memorial Drive bordered by the tree line to the south and extending north along the roadway to the third telephone pole on the north side of the driveway, then making a line to the west perpendicular to Roger I. Wilson Memorial Drive to the tree line, following the tree line around to the south until it joins the parking lot. Approximately 9.5 acres. Mowing frequency is bi-weekly.
- 2.3.5.6. **Boone County Resource Management - 700 Demaret Dr., Columbia, MO – (ATTACHMENT E)** – Mowing and trimming of the vacant lot at 700 Demaret Dr. Columbia, MO. Approximately 10,200 sq. ft. Frequency shall be bi-weekly or monthly (as requested.)

- 2.3.5.7. **Boone County Public Works – Barnes School Road & Highway 124 - (ATTACHMENT F) –** Mowing and trimming of property located at Barnes School Road and Highway 124. Approximately 10,800 sq. ft. Frequency shall be bi-weekly or monthly (as requested.)
- 2.3.6. **Miscellaneous (minor) Landscaping** – When requested, miscellaneous 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 department, the contractor shall dump the mulch and/or gravel in an area designated by department.
- 2.3.6.1. **Optional: Tree and Shrub Fertilization** – When requested, 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.**
- 2.3.6.2. **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.
- 2.3.7. **Snow Removal** – On an as-requested basis shall consist of removing snow from any or all parking lots as follows:
- 600 block of Ash Street;(south Side
 - 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 Sheriff Department, Jail and Annex, 2121 County Dr.
 - First Christian Church Parking Lot
 - Robert Perry Juvenile Justice Center Parking Lot; and
 - Auto Radio Lot (211 N. 10th)
 - Old Johnston Pain (613 E. Ash)
 - 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 using department.
- 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 Amy Robbins, Senior Buyer, Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymmo.org
- 2.10. **Designees / Using Departments:**
Facilities Maintenance, 613 E. Ash Street, Room 106, Columbia, MO 65201; Ph. 573-886-4401
Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201; Ph. 573-449-8515
Resource Management, 801 E. Walnut, Rm. 315, Columbia, MO 65201; Ph. 573-886-4480
Sheriff Department, 2121 County Drive, Columbia, MO 65202; Ph. 573-875-1111
- 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
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

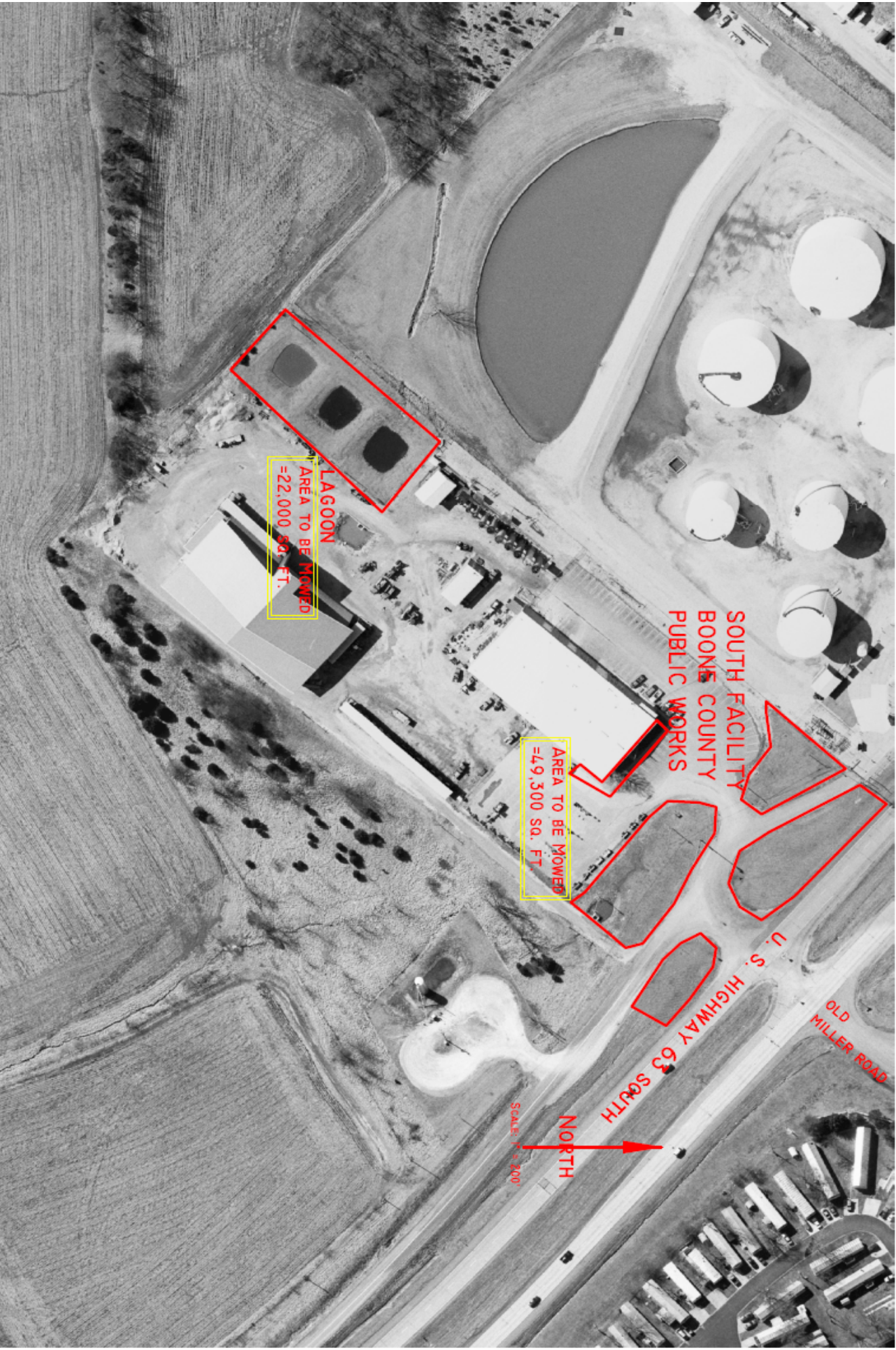
	<u>PRICING – Optional Lawn Care Maintenance</u>	Unit Price Per Sq. Ft.
4.8.1.	Fertilizing (Early Spring)	\$
4.8.2.	Fertilizing (Late Spring)	\$
4.8.3.	Fertilizing (Early Summer)	\$
4.8.4.	Fertilizing (Early Fall)	\$
4.8.5.	Fertilizing (Late Fall)	\$
4.8.6.	Grub Control	\$
4.8.7.	Aerating	\$
4.8.8.	Verti-Cutting (2-passes)	\$
4.8.9.	Over-seeding	\$
4.8.10.	Agricultural Lime	\$
4.8.11.	Power Raking	\$
4.8.12.	Subtotal Lawn Care Maintenance	\$
		\$
4.8.13.	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.	Public Works, 5551 Tom Bass Rd.	\$ _____	Weekly	31	\$ _____
4.9.2.	Public Works Lagoon, 5551 Tom Bass Rd.	\$ _____	Monthly	7	\$ _____
4.9.3.	Union Cemetery	\$ _____	As Needed	7	\$ _____
4.9.4.	Rocky Fork Cemetery	\$ _____	As Needed	7	\$ _____
4.9.5.	Sheriff Department, 2121 County Dr.	\$ _____	Bi-Weekly	15	\$ _____
4.9.6.	Resource Management 700 Demaret Dr.	\$ _____	Bi-Weekly to Monthly	7-15	\$ _____
4.9.7.	Public Works, Barnes School Rd & Hwy 124	\$ _____	Bi-Weekly	15	\$ _____
4.9.8.	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 2.3.6. (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.	Granular Ice Control Products	Cost Plus _____ %			
4.12.5.	Liquid Pre-treatment / De-icer for Walkways	Cost Plus _____ %			
4.12.4.	Other Materials as Requested	Cost Plus _____ %			
4.13.	PRICING - Optional Tree and Shrub Fertilization	\$ _____ Price Per Hour			
4.14.	PRICING – Optional Sprinkler System Maintenance-Hourly Rate for general repair including head replacement, line repair, and timer maintenance.	\$ _____ Price Per Hour			
4.14.1.	Sprinkler System Replacement Parts	Cost Plus _____ %			
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the	_____ Total Price			

	system)	
4.14.3.	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
4.14.4.	Backflow Certification Test for both systems	_____ Total Price
4.14.	PRICING – Snow Removal Work as outlined in Section 2.3.21. (on an as-requested basis)	\$_____ Price Per Hour
4.14.1.	Snow plow with Spreader / Skid Loader / Tractor with Blade	\$_____ Price Per Hour
4.15.	<u>CONTRACT RENEWAL</u> 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.	<i>Statement of Bidder’s Qualifications</i> Included? _____ Yes _____ No	

Attachment 'A' - Public Works South Facility



LAGOON
AREA TO BE MOWED
=22,000 SQ. FT.

AREA TO BE MOWED
=49,300 SQ. FT.

SOUTH FACILITY
BOONE COUNTY
PUBLIC WORKS

U.S. HIGHWAY 63 SOUTH
OLD MILLER ROAD

Scale: 1" = 100'
NORTH

Attachment 'B' - Union Church Cemetery



Property of Boone County, MO

Union Church Cemetery

Not To Scale

0 271 Feet

Union Church Road

Jay Jay

Union Church Rd

To 124

Mow this Area
(approx. 1.7 Acres)

30

31

32

33

34

2

8

9

40

Attachment 'C' - Rocky Fork Cemetery

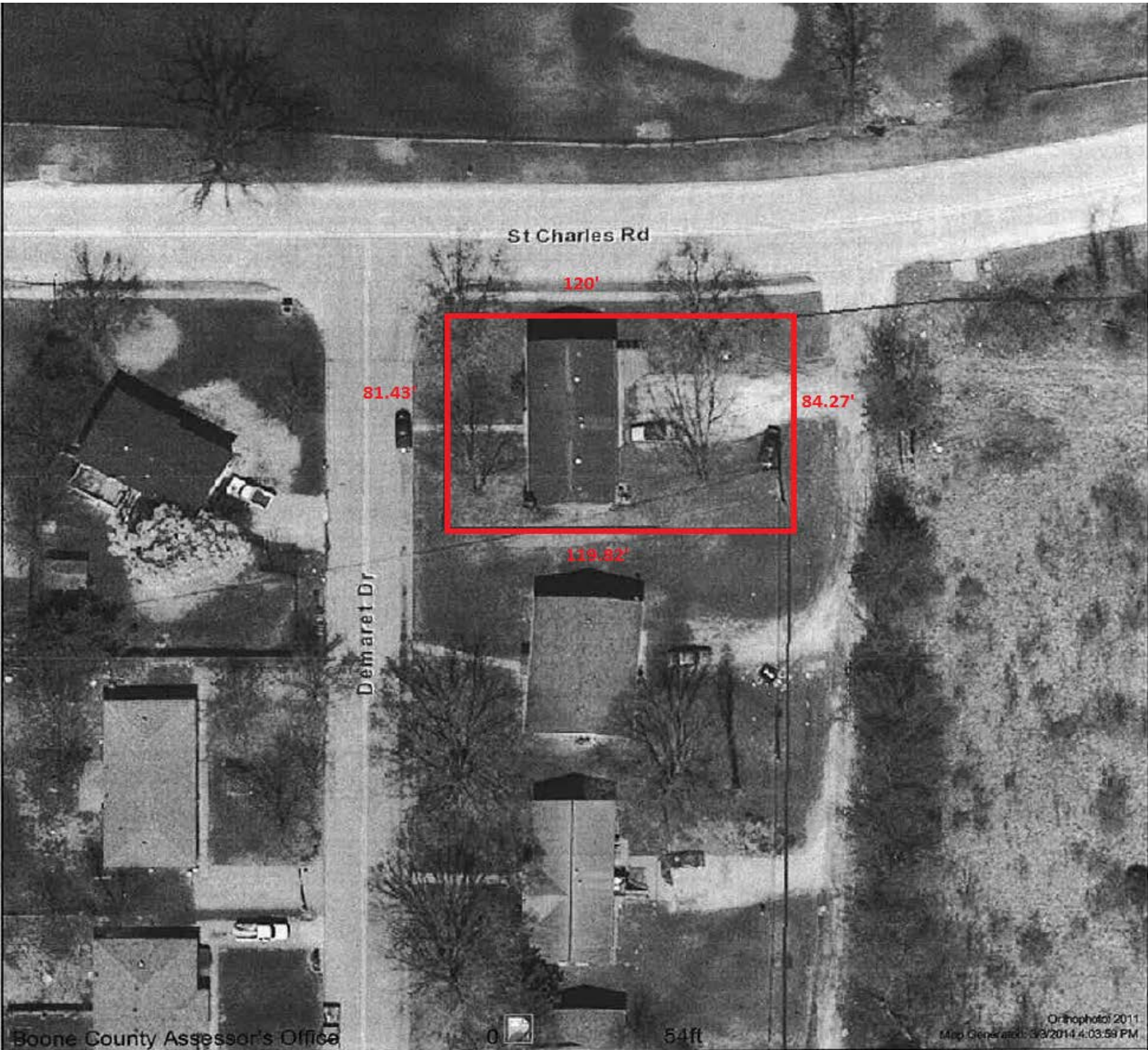
Property of Boone County, MO



Attachment 'D' - Sheriff Department



Attachment 'E' - 700 Demaret Drive (now empty lot)



St Charles Rd

120'

81.43'

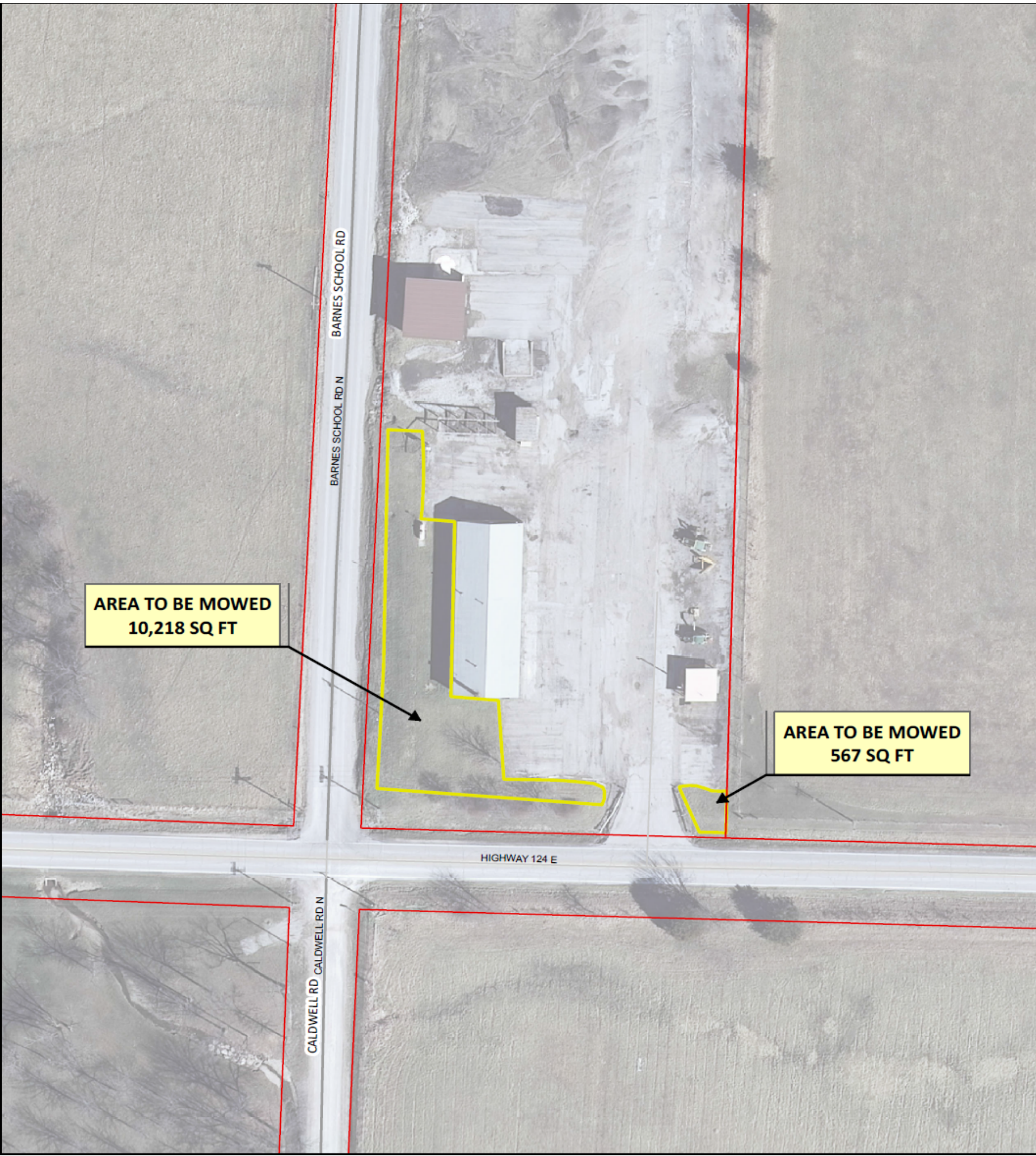
84.27'

119.82'

Demaret Dr

0

54ft



**AREA TO BE MOWED
10,218 SQ FT**

**AREA TO BE MOWED
567 SQ FT**

BARNES SCHOOL RD N
BARNES SCHOOL RD

HIGHWAY 124 E

CALDWELL RD
CALDWELL RD N

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

(Please complete and return with Contract)

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

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):

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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



“NO BID” RESPONSE FORM

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

Amy Robbins, Senior Buyer
573/886-4392 - FAX 573/886-4390

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: 17-28MAR14 – Lawn Care Maintenance & Sesaonal Grounds Services Term & Supply

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

Reason(s) for Not Bidding:

