

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

11th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby recognize the contributions of the Street and Price families to the community of Harrisburg.

Done this 11th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
THE PRICE AND STREET FAMILIES FOR THEIR CONTRIBUTIONS
TO THE HARRISBURG COMMUNITY**

- WHEREAS,** in Harrisburg, Missouri, C&S Grocery, once Price's Grocery, has served as a mainstay in the community since 1925; and
- WHEREAS,** this building, standing at the corner of Highway 124 and Route J for 95 years, served Harrisburg officially as a grocery store, sharing space over the years with IOOF Lodge #865 and the high school, but perhaps more importantly, served unofficially as the community gathering spot; and
- WHEREAS,** the store was at the center of the community, offering its huge front window up as a bulletin board for lost pets and help wanted; providing benches for the farmers waiting for the daily newspaper to bring news of the world beyond; and boasting a stoop perfect for political debates and storytelling, pastimes which often intertwined; and
- WHEREAS,** for 80 of its 95 years, Price's Grocery/C&S Grocery was owned by three generations of the Price and Street families, with no less than four generations of both families working in the store to contribute to the family business and the community they loved; and
- WHEREAS,** for 25 consecutive years of its 95 year history, Price's Grocery became known as C&S Grocery and the legacy of service was continued by daughters of Jack and Jean Price and their spouses - Jackie Price Colley and Rick Colley, Jan Price Sublett and Greg Sublett; and
- WHEREAS,** although the building met many of the community's needs, the true heart of the store has always been the shopkeepers, who taught the importance of service and a strong work ethic to many a teen employee; provided peace of mind to the parent with a sick child for whom they opened the store in the middle of the night to get medicine; and offered a compassionate ear and confidential help to community members experiencing difficult times; and
- WHEREAS,** just as the heart of the store was the shopkeepers, the heart of the shopkeepers was the community, which was evidenced by their consistent commitment to community service, going above and beyond to contribute their time and financial support to schools, churches and organizations; and
- WHEREAS,** after 95 years of service to the community of Harrisburg, C&S Grocery closed its doors for the last time on June 30, 2020, leaving behind a legacy built on strong work ethics, a commitment to service and a love for this community.
- THEREFORE,** the Boone County Commission does hereby recognize the contributions of the Street and Price families to the community of Harrisburg over the past 95 years through their ownership of Price's Grocery and C&S Grocery.

IN TESTIMONY WHEREOF, this 11th day of August, 2020.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

11th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 16-13JUL20 – Site Maintenance for the Greater Bonne Femme Watershed Project to Salter Lawn Service, LLC of Ashland, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 11th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer
Phone: (573) 886-4392



613 E. Ash, Room 109
Columbia, MO 65201
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: July 30, 2020
RE: RFP 16-13JUL20 – Site Maintenance for the Greater Bonne Femme Watershed Project

Request for Proposal 16-13JUL20 solicited responses for Site Maintenance for the Greater Bonne Femme Watershed Project for the Boone County Resource Management Department. One response was received: Salter Lawn Service, LLC of Ashland, Missouri. It is noted for the record that the RFP was advertised and posted on the Internet but only the one response was received.

The response was evaluated by a formal Evaluation Committee consisting of the following personnel:

- Lynne Hooper, Urban Hydrologist, Boone County Resource Management Department
- Kelle Westcott, Budget Administrator, Boone County Resource Management Department
- Nicki Fuemmeler, Stormwater Coordinator, Boone County Resource Management Department

The Evaluation Committee has recommended award of contract to Salter Lawn Service as the lowest and best proposal. The contract period will run from the August 1, 2020 through July 31, 2021.

Payment will be made using 319 Stormwater grant funds using the following Department/Account:

- Department 2142, DNR 319 Greater Bonne Femme/Account 71202 – Contractor Costs – Total: \$22,970.80.

Attachments: Bid Tabulation and Evaluation Memo

/lp

cc: Kelle Westcott, Resource Management Department
Contract File

**PURCHASE AGREEMENT
FOR
SITE MAINTENANCE FOR THE GREATER BONNE FEMME WATERSHED PROJECT**

THIS AGREEMENT dated the 11th day of August 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Salter Lawn Service, 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 **Site Maintenance for the Greater Bonne Femme Watershed Project**, County of Boone Request for Proposal (RFP) number **16-13JUL20** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Offeror Response/Pricing Page(s), Signature and Identify of Offeror, Statement of Offeror’s Qualifications, Anti-Collusion Statement, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Affidavit of Compliance with OSHA, Affidavit of Compliance with Prevailing Wage, Sample Performance Bond, Sample Labor & Material Payment Bond, Boone County Standard Terms and Conditions, and Best and Final Offer Request #1, as well as the Contractor’s proposal response dated **07/16/20**, executed by **Clayton Newell**, on behalf of the Contractor, and Best and Final Offer #1 dated **07/28/20** from **Brandon Roberts**, 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 the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Purchase Agreement, and Request for Proposal (RFP) number **16-13JUL20** including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Offeror Response/Pricing Page(s), Signature and Identify of Offeror, Statement of Offeror’s Qualifications, Anti-Collusion Statement, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Affidavit of Compliance with OSHA, Affidavit of Compliance with Prevailing Wage, Sample Performance Bond, Sample Labor & Material Payment Bond, Boone County Standard Terms and Conditions, and Best and Final Offer Request #1 shall prevail and control over the Contractor’s proposal response.

2. Contract Period – The contract period shall be **August 1, 2020 through June 31, 2021**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period for on-going post-warranty maintenance.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Site Maintenance Services for the Greater Bonne Femme Watershed Project as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor’s proposal response:

Site Maintenance Services for the Greater Bonne Femme Watershed Project		
Line Item	Federal Prevailing Wage	Non-Prevailing Wage – Pricing Quoted Here Will Be Used To Compute Renewal Pricing
5.3.1	Labor Straight Time: \$73.55 Per Hour	Labor Straight Time: \$45.00 Per Hour
5.3.2	Labor Straight Time: \$73.55 Per Hour	Labor Straight Time: \$45.00 Per Hour
5.3.3	Mark-Up to Replace Mulch	100%
5.3.4	Mark-Up to Replace Edging Material	20%
5.3.5	Mark-Up to Replace Native Plants	20%

4. Billing and Payment - All billing shall be invoiced to the Boone County Resource Management Department. Billings may only include the prices listed in the Contractor's proposal 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 proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the 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 proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Resource Management Department using the same formality as this agreement.

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

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

SALTER LAWN SERVICE, LLC

BOONE COUNTY, MISSOURI

by Stacy Salter
DocuSigned by:
7B57D09BA9CE405...
owner
title _____

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
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.)

Fund: 2142 - Account: 71202: \$22,970.80

DocuSigned by: <u>Gene E. Pritchard by ay</u> Signature F0D00A5B184244D...	8/5/2020 Date	Appropriation
Account		

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, 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 proposal on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in proposal process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the proposal.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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 proposal should be directed to the Purchasing Department prior to proposal opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Clayton Newell <clayton@salterlawnservice.com>
Sent: Tuesday, July 28, 2020 11:48 AM
To: Liz Palazzolo; Stacy Salter
Subject: BAFO - Greater Bonne Femme Watershed
Attachments: Boone County BAFO.pdf; Boone County - Watershed Maintenance - Prevailing Wage.pdf; Boone County - Watershed Maintenance - Regular Wages.pdf

Liz,

Please see attached BAFO and updated agreements.

Clarifications:

Weed control is done mostly by simply pulling and disposing of weeds. We do however apply a broad spectrum herbicide to kill the root systems of weeds that are prone to quickly returning. Any herbicide that would be applied would be liquid and done by a certified commercial applicator and would be a rainfast product that has no lasting residual or pre-emergent control. This would ensure that the product can not harm anything other than the weeds it is directly applied to. The product would typically be Glyphosate, N -(phosphonomethyl)glycine, and a surfactant to ensure its rainfast.

100% markup from our cost on mulch is due to the massive amounts of mulch we buy and the fact that we then have to reload and transport the mulch to the jobsite. Your cost would equate to \$50 per cubic yard after the markup. This is a competitive rate. We do get mulch at a very good price as we purchase 40-50 semi trailers of mulch annually. It is however very labor intensive to get it to the properties.

As far as the sediment removal, We assume that the majority of sediment would be around the outlets. We're making an assumption that 2 crew members would be able to clear and haul away this in 4 hours (totaling 8 man hours). The amount of sediment is entirely drawn from outside factors so it is difficult to put an exact time on it. This is our best estimate from experience.

This quote is valid for however long you need. The 30 day clause in our agreement refers only to the payment schedule.

I added a statement at the end of our agreement stating that the RFP shall govern conflicts in the agreement.

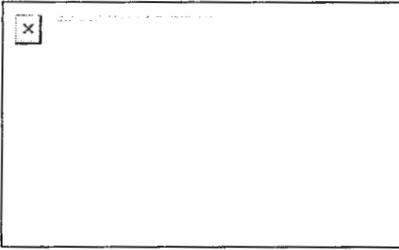
As far as the initial clean-up. We are estimating that it will take roughly 20 man hours to remove all the weeds and debris, mow and redefine the edges of the retention area.

Please let me know if you have any further questions or concerns.

Thank you,

Clayton Newell
General Manager
Salter Lawn Service
805 Ashley Dr. Ashland, MO 65010
Office: 573-657-2455

Cell: 573-639-1183



Our company specializes in commercial grounds maintenance. Our typical service lines include, but are not limited to, the following:

Core Aeration; Seeding; Fertilizations and Weed Control Programs; Tree Removal; Mulch and Rock Delivery & Installation; Landscape, Tree and Shrub Installation; Power Washing; Snow Removal and Ice Melt Application; Gutter Cleaning; Leaf Clean-up; Drainage Solutions; Dirt Work; Retaining Walls; Patios & Outdoor Living Spaces; Stump Grinding; Irrigation; Sod Installation; Mowing; Concrete Work; Brush and Limb Removal; Fall & Spring Clean-up; Deck and Fence Installation and Repair; Exterior Window Cleaning; Pruning Trees & Bushes; General Labor; Small Engine Repair; Turf Pest Control; Tree and Shrub Insect and Disease Control

Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

July 24, 2020

Salter Lawn Service, LLC
805 Ashley Drive
Ashland, MO 65202

Via E-mail: stacy@salterlawnservice.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

Dear Mr. Salter:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The **first** attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your BAFO response.

The **second** attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

The **third** attachment is a list of clarifications/concerns that the County requests be addressed in the Best and Final Offer response.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, your BAFO response must, at minimum, acknowledge changes to the RFP as addressed in the above paragraph.

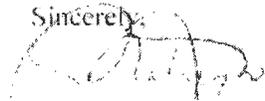
Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a **response** no later than by **Noon (12:00 P.M.) on July 29, 2020**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CRPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, and BAFO #1 Clarifications/Concerns List

BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, CPPD, C.P.M.
Senior Buyer

Company Name: Salter Lawn Service LLC

Address: 805 Ashley Dr.
Ashland, Mo 65010

Telephone: 573-657-2455 Fax: 573-657-2475

Federal Tax ID (or Social Security #): 43-1856651

Print Name: Clayton Newell Title: General Manager

Signature:  Date: 7/27/2020

E-mail: clayton@salterlawnservice.com

BEST AND FINAL OFFER FORM #2

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project*

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. This BAFO response may be e-mailed to lpalazzolo@boonecountymo.org.

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project* have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in *bolded and italicized* font.

1. Paragraph 3.2.4 and sub-paragraphs "a" through "m" are **REVISED** as follows:

3.2.4 Each of the following site maintenance tasks shall be performed by the contractor weekly, monthly, or annually as indicated as part of on-going plants maintenance through July 31, 2021:

- a. Water plants, i.e., container plants and grass seed *no more than once per week if the area has not received 1" or more of rain as measured by Boone County Road & Bridge, or as otherwise needed April through October;*
- b. Weed control, monthly *April through October; it is preferred that the weed control application is not be a pesticide or fertilizer* and must be approved by the County before the first application;
- c. Remove litter and debris (e.g., trash, leaves, mower discharge, etc.) *monthly;*
- d. Monitor and repair erosion *bi-annually (twice per year);*
- e. Check for standing water longer *than by design to verify structural component function,* monthly;
- f. Add mulch, *annually;*
- g. *DELETED by BAFO Request #001*
- h. Replace dead plants with the same native species plant, as needed. If the same plant is not available, the contractor must obtain the prior approval of the Resource Management Department regarding a substitute plant before replacing the dead plant. The contractor shall be responsible for providing the replacement plant(s).
- i. Repair animal damage, as needed;
- j. Remove sediment *at outlets only,* annually;
- k. *DELETED by BAFO Request #001*
- l. *DELETED by BAFO Request #001*
- m. Fortify edging material, annually.

2. Sub-paragraph 3.2.4 "n" and 3.2.4 "o" are **ADDED**:

n. Mow and trim outer edge of area every two (2) weeks April through October.

o. One-time initial clean-up of site.

BEST AND FINAL OFFER FORM #3

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

CLARIFICATION/CONCERNS

1. Please provide detail on the weed control application that will be used by Salter Lawn Service. It is preferred that it not be a pesticide or fertilizer. When would it be applied, e.g., April through October?

Salter Lawn Service's BAFO #001 response shall address the above request regarding the weed control application. Identify the specific weed application product intended for use.

2. The mark-up on mulch is quoted at 100%.

Salter Lawn Service's BAFO #001 response shall address the 100% mark-up on mulch and why it is necessary since it is questionable.

3. Removing sediment has been re-written to be done only at the outlets. Does this reduce the anticipated number of hours that would be required to conduct this task?

Salter Lawn Service's BAFO #001 response shall address whether removing sediment only at the outlets reduces overall time for this task.

4. The quote indicates that it is viable for 30-days. Paragraph 4.4.1 of the RFP requires that the quote be viable for 90-days.

Salter Lawn Service's BAFO #001 shall indicate that the quote will remain viable for 90-days.

5. Terms in the boilerplate of the quote from Salter Lawn Service contradict RFP terms on the same topic.

Salter Lawn Service's BAFO #001 response shall indicate that in the event of conflict between its boilerplate terms on its quote and the RFP, the terms of the RFP shall govern.

6. Please detail the main tasks involved in the initial site-clean-up.

Salter Lawn Service's BAFO #001 response shall detail the main tasks of the initial site clean-up.



Salter Lawn Service

805 Ashley Dr.
Ashland, MO 65010
573-657-2455
info@salterlawnservice.com

"ONE CALL, WE DO IT ALL"

County of Boone - Missouri 613 E Ash Street Columbia, MO 65201

Date: 7/27/2020

Submitted to: Liz Palazzolo
lpalazzolo@boonecountymmo.org / 573-886-4392

Submitted by: Stacy Salter
phone #: (573) 657-2455

Site Maintenance for the Greater Boone Feeme Watershed Project

RFP# 16-13JUL20

Discription of Services	Estimated Price	Occurrences
Mowing and Trimming Outer Edge of Area (bi-weekly April through October)	\$147.10	bi-weekly
Water Plants (done no more than once weekly - as needed - April through October)	\$294.20	as needed
Remove Litter and Debris	\$73.55	monthly
Weed Control (weed control application, pulling weeds - Monthly - April through October)	\$367.75	monthly
Monitor and Repair Erosion Damage (twice per year)	\$441.30	bi-annually
Check for standing water (longer than by design)	\$73.55	monthly
Re-Mulch Site (annual coating of new mulch) - Materials	\$800.00	annually
Re-Mulch Site (annual coating of new mulch) - Labor	\$735.50	annually
Replace Dead Plants with same native species - Materials	(cost + 20%)	as needed
Replace Dead Plants with same native species - Labor (hourly cost)	\$73.55	as needed
Repair Animal Damage - Labor (hourly cost)	\$73.55	as needed
Remove Sediment at outlets	\$588.40	annually
Fortify Edging Material - Materials	(cost + 20%)	annually
Fortify Edging Material - Labor	\$73.55	annually
One Time Clean-up of Property (needs to be done at start of service contract)	\$1,471.00	1 time

All pricing is estimated and based on the hourly rate of \$73.55 for the duration of the prevailing wage mandate as per the bid request and ends on July 31st, 2021. Actual time to complete tasks and the subsequent charges may vary based on unforeseen elements.

Client (ACCEPTED)

Date

Salter Lawn Service

Date

Thank you for your business,
Stacy Salter

* List of references upon request

* Over 20 years in business!

SEE TERMS ON REVERSE 2*

* Liability and Workmen's Comp. Insurance

This agreement is valid for 1 year from the date signed by you, the Customer. ; Payment in due within 30 days of the invoice date, unless otherwise specified. In the case of non-payment or default, Salter Lawn Service has the right to terminate this agreement immediately. Upon termination of this agreement by Salter Lawn Service, all payment for any work performed is due within 30 days. ; You agree to notify Salter Lawn Service immediately in the event that you sell or relocate from any property which is subject to this agreement. Should you fail to notify Salter Lawn Service as required, you agree to take full financial responsibility for any charges that are incurred for services by Salter Lawn Service as a result of your failure to notify. ; Salter Lawn Service is responsible for direct damages resulting from its negligence or breach of this agreement but, is not responsible for any indirect, incidental, consequential, punitive or special damages arising or resulting from the performance of nonperformance of any obligations under this agreement including but not limited to, loss of profits or income, regardless of the basis for the claim. ; You have a duty to inspect the property within 14 days after service has been performed by Salter Lawn Service. If you believe Salter Lawn Service provided deficient work, you agree to notify Salter Lawn Service immediately and directly to their office. If notice is not received by Salter Lawn Service within 14 days of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived. ; Except as expressly set forth in this agreement, Salter Lawn Service makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or any other basis. ; Except for the payment of Salter Lawn Service's invoices by you, if either Salter Lawn Service or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of and labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by either party shall not be chargeable in any way to such party: provided, however, the party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy the cause. If any event should prevent a party from performing its obligations under this agreement for a period of 90 days, the other party shall have the right to cancel this agreement upon notice to the other party unable to perform its obligations. ; You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of Salter Lawn Service. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors. ; Salter Lawn Service agrees to furnish the labor and materials for purposes of this agreement and is authorized by you to carry out the services of layed out in the agreement at the address shown. You represent and warrant to Salter Lawn Service that you are the owner of said property, or in the case that you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to and bind the owner of the property to the terms and conditions of the agreement. ; Unless expressly noted otherwise herein, this agreement any any invoice issued by Salter Lawn Service pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions, or warranties other than those hereafter made in writing and signed by authorized representatives of both parties shall add to or change the parameters of the agreement.

*In the event of a conflict between this agreement and the RFP signed by an agent of Salter Lawn Service, The signed RFP shall govern.

At Salter Lawn Service we stand true to " One Call, Does It All"

Here are a few of the services we proudly provide to Central Missouri:

Core Areation | Seeding | Fertilization and Weed Control Programs | Tree Removal
Mulch and Rock Delivery & Installation | Landscape. Tree & Shrub Installation | Power Washing
Snow Removal & Ice Melt Application | Gutter Cleaning | Leaf Clean-Up | Drainage Solutions
Dirt Work | Retaining Walls | Patios & Outdoor Living Spaces | Stump Grinding | Irrigation
Sod Installation | Mowing | Concrete Work | Brush & Limb Removal | Fall & Spring Clean-Up
Deck & Fence Installation & Repair | Exterior Window Cleaning | Pruning Trees & Bushes
General Labor | Small Engine Repair



Salter Lawn Service

805 Ashley Dr.
Ashland, MO 65010
573-657-2455
info@salterlawnservice.com

"ONE CALL, WE DO IT ALL"

County of Boone - Missouri 613 E Ash Street Columbia, MO 65201

Date: 7/27/2020

Submitted to: Liz Palazzolo
lpalazzolo@boonecountymmo.org / 573-886-4392

Submitted by: Stacy Salter
phone #: (573) 657-2455

Site Maintenance for the Greater Boone Feeme Watershed Project RFP# 16-13JUL20

Discription of Services	Estimated Price	Occurrences
Mowing and Trimming Outer Edge of Area <i>(bi-weekly April through October)</i>	\$90.00	weekly
Water Plants <i>(done no more than once weekly - as needed - April through October)</i>	\$180.00	as needed
Remove Litter and Debris	\$45.00	weekly
Weed Control <i>(weed control application, pulling weeds - Monthly - April through October)</i>	\$225.00	monthly
Monitor and Repair Erosion Damage <i>(twice per year)</i>	\$270.00	bi-annually
Check for standing water <i>(longer than by design)</i>	\$45.00	monthly
Re-Mulch Site <i>(annual coating of new mulch) - Materials</i>	\$800.00	annually
Re-Mulch Site <i>(annual coating of new mulch) - Labor</i>	\$450.00	annually
Replace Dead Plants with same native species - Materials	(cost + 20%)	as needed
Replace Dead Plants with same native species - Labor (hourly cost)	\$45.00	as needed
Repair Animal Damage - Labor (hourly cost)	\$45.00	as needed
Remove Sediment	\$360.00	annually
Fortify Edging Material - Materials	(cost + 20%)	annually
Fortify Edging Material - Labor	\$45.00	annually

All pricing is estimated and based on the hourly rate of \$45 after the duration of the prevailing wage mandate as per the bid request ends on July 31st, 2021. This bid's pricing goes into effect on 8/1/2021.

Actual time to complete tasks and the subsequent charges may vary based on unforeseen elements.

Client (ACCEPTED)

Date

Salter Lawn Service

Date

Thank you for your business,
Stacy Salter

* List of references upon request

* Over 20 years in business!

SEE TERMS ON REVERSE 2*

* Liability and Workmen's Comp. Insurance

This agreement is valid for 1 year from the date signed by you, the Customer. ; Payment in due within 30 days of the invoice date, unless otherwise specified. In the case of non-payment or default, Salter Lawn Service has the right to terminate this agreement immediately. Upon termination of this agreement by Salter Lawn Service, all payment for any work performed is due within 30 days. ; You agree to notify Salter Lawn Service immediately in the event that you sell or relocate from any property which is subject to this agreement. Should you fail to notify Salter Lawn Service as required, you agree to take full financial responsibility for any charges that are incurred for services by Salter Lawn Service as a result of your failure to notify. ; Salter Lawn Service is responsible for direct damages resulting from its negligence or breach of this agreement but, is not responsible for any indirect, incidental, consequential, punitive or special damages arising or resulting from the performance of nonperformance of any obligations under this agreement including but not limited to, loss of profits or income, regardless of the basis for the claim. ; You have a duty to inspect the property within 14 days after service has been performed by Salter Lawn Service. If you believe Salter Lawn Service provided deficient work, you agree to notify Salter Lawn Service immediately and directly to their office. If notice is not received by Salter Lawn Service within 14 days of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived. ; Except as expressly set forth in this agreement, Salter Lawn Service makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or any other basis. ; Except for the payment of Salter Lawn Service's invoices by you, if either Salter Lawn Service or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of and labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by either party shall not be chargeable in any way to such party: provided, however, the party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy the cause. If any event should prevent a party from performing its obligations under this agreement for a period of 90 days, the other party shall have the right to cancel this agreement upon notice to the other party unable to perform its obligations. ; You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of Salter Lawn Service. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors. ; Salter Lawn Service agrees to furnish the labor and materials for purposes of this agreement and is authorized by you to carry out the services of layed out in the agreement at the address shown. You represent and warrant to Salter Lawn Service that you are the owner of said property, or in the case that you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to and bind the owner of the property to the terms and conditions of the agreement. ; Unless expressly noted otherwise herein, this agreement any any invoice issued by Salter Lawn Service pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions, or warranties other than those hereafter made in writing and signed by authorized representatives of both parties shall add to or change the parameters of the agreement.

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At Salter Lawn Service we stand true to " One Call, Does It All"

Here are a few of the services we proudly provide to Central Missouri:

Core Areation | Seeding | Fertilization and Weed Control Programs | Tree Removal
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Snow Removal & Ice Melt Application | Gutter Cleaning | Leaf Clean-Up | Drainage Solutions
Dirt Work | Retaining Walls | Patios & Outdoor Living Spaces | Stump Grinding | Irrigation
Sod Installation | Mowing | Concrete Work | Brush & Limb Removal | Fall & Spring Clean-Up
Deck & Fence Installation & Repair | Exterior Window Cleaning | Pruning Trees & Bushes
General Labor | Small Engine Repair

Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

July 24, 2020

Salter Lawn Service, LLC
805 Ashley Drive
Ashland, MO 65202

Via E-mail: stacy@salterlawnservice.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

Dear Mr. Salter:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The **first** attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your BAFO response.

The **second** attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

The **third** attachment is a list of clarifications/concerns that the County requests be addressed in the Best and Final Offer response.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, your BAFO response must, at minimum, acknowledge changes to the RFP as addressed in the above paragraph.

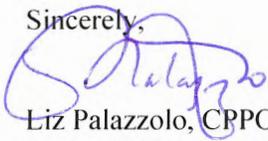
Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a **response** no later than by **Noon (12:00 P.M.) on July 29, 2020**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, and BAFO #1 Clarifications/Concerns List

BEST AND FINAL OFFER FORM #1

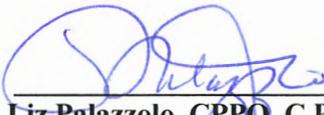
BOONE COUNTY, MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project*

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

**BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project***

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. This BAFO response may be e-mailed to lpalazzolo@boonecountymo.org.

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project* have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.2.4 and sub-paragraphs “a” through “m” are **REVISED** as follows:

3.2.4 Each of the following site maintenance tasks shall be performed by the contractor weekly, monthly, or annually as indicated as part of on-going plants maintenance through July 31, 2021:

- a. Water plants, i.e., container plants and grass seed ***no more than once per week if the area has not received 1” or more of rain as measured by Boone County Road & Bridge, or as otherwise needed April through October;***
- b. Weed control, monthly ***April through October; it is preferred that the weed control application is not be a pesticide or fertilizer*** and must be approved by the County before the first application;
- c. Remove litter and debris (e.g., trash, leaves, mower discharge, etc.) ***monthly;***
- d. Monitor and repair erosion ***bi-annually (twice per year);***
- e. Check for standing water longer ***than by design to verify structural component function,*** monthly;
- f. Add mulch, ***annually;***
- g. ***DELETED by BAFO Request #001***
- h. Replace dead plants with the same native species plant, as needed. If the same plant is not available, the contractor must obtain the prior approval of the Resource Management Department regarding a substitute plant before replacing the dead plant. The contractor shall be responsible for providing the replacement plant(s).
- i. Repair animal damage, as needed;
- j. Remove sediment ***at outlets only,*** annually;
- k. ***DELETED by BAFO Request #001***
- l. ***DELETED by BAFO Request #001***
- m. Fortify edging material, annually.

2. Sub-paragraph 3.2.4 “n” and 3.2.4 “o” are **ADDED**:

n. Mow and trim outer edge of area every two (2) weeks April through October.

o. One-time initial clean-up of site.

BEST AND FINAL OFFER FORM #3

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

CLARIFICATION/CONCERNS

1. Please provide detail on the weed control application that will be used by Salter Lawn Service. It is preferred that it not be a pesticide or fertilizer. When would it be applied, e.g., April through October?

Salter Lawn Service's BAFO #001 response shall address the above request regarding the weed control application. Identify the specific weed application product intended for use.

2. The mark-up on mulch is quoted at 100%.

Salter Lawn Service's BAFO #001 response shall address the 100% mark-up on mulch and why it is necessary since it is questionable.

3. Removing sediment has been re-written to be done only at the outlets. Does this reduce the anticipated number of hours that would be required to conduct this task?

Salter Lawn Service's BAFO #001 response shall address whether removing sediment only at the outlets reduces overall time for this task.

4. The quote indicates that it is viable for 30-days. Paragraph 4.4.1 of the RFP requires that the quote be viable for 90-days.

Salter Lawn Service's BAFO #001 shall indicate that the quote will remain viable for 90-days.

5. Terms in the boilerplate of the quote from Salter Lawn Service contradict RFP terms on the same topic.

Salter Lawn Service's BAFO #001 response shall indicate that in the event of conflict between its boilerplate terms on its quote and the RFP, the terms of the RFP shall govern.

6. Please detail the main tasks involved in the initial site-clean-up.

Salter Lawn Service's BAFO #001 response shall detail the main tasks of the initial site clean-up.



**ADDENDUM #1 to RFP 16-13JUL20
SITE MAINTENANCE FOR THE GREATER BONNE FEMME WATERSHED
PROJECT**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme
Watershed Project**

ADDENDUM # 1 - Issued July 13, 2020

**Prospective bidders are hereby notified of the following revisions to
Request for Proposal 16-13JUL20 –Site Maintenance Services for
the Greater Bonne Femme Watershed Project:**

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. July 13, 2020

CHANGED TO: 2:00 P.M. Central Time July 16, 2020

Bids will be accepted until **2:00 P.M. Central Time on Thursday, July 16, 2020. Offerors may e-mail their bids to lpalazzolo@boonecountymo.org.**

All other references in the RFP to proposal submission being due by July 13, 2020 at 2:00 P.M. are hereby REVISED to change the July 13th date to July 16, 2020 at 2:00 P.M.

This addendum is issued in accordance with the RFP paragraph 1.7 and is hereby incorporated into and made a part of the Request for Proposal. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with proposal response including the *Vendor Response and Pricing Pages*.

By: _____

**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #1 to Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project** receipt of which is hereby acknowledged:

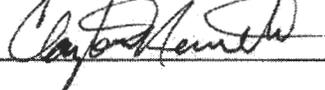
Company Name: Satter Lawn Service LLC

Address: 805 Ashley Dr.
Ashland, Mo 65010

Telephone: 573-657-2455 Fax: 573-657-2475

Federal Tax ID (or Social Security #): 43-1856651

Print Name: Clayton Newell Title: General Manager

Authorized Signature:  Date: 7/16/2020

Contact Name and E-Mail Address to receive documents for electronic signature:

Clayton Newell clayton@satterlawnservice.com



ADDENDUM #2 to RFP 16-13JUL20

SITE MAINTENANCE FOR THE GREATER BONNE FEMME WATERSHED PROJECT

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project

ADDENDUM # 2 - Issued July 13, 2020

Prospective bidders are hereby notified of the following revisions to Request for Proposal 16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project:

1. The **title** on Attachment Two is corrected as follows:

FROM: “Attachment TWO – RFP 16-11JUL20”

TO: “Attachment TWO – RFP 16-13JUL20”

This addendum is issued in accordance with the RFP paragraph 1.7 and is hereby incorporated into and made a part of the Request for Proposal. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with proposal response including the *Vendor Response and Pricing Pages*.

By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project** receipt of which is hereby acknowledged:

Company Name: Salter Lawn Service LLC

Address: 805 Ashley Dr

Asland, MO 65010

Telephone: 573-657-2455 Fax: 573-657-2475

Federal Tax ID (or Social Security #): 43-1856651

Print Name: Clayton Newell Title: General Manager

Authorized Signature:  Date: 7/16/2020

Contact Name and E-Mail Address to receive documents for electronic signature:

Clayton Newell Clayton@salterlawnservices.com



5. OFFEROR RESPONSE AND PRICING PAGES

- 5.1 The offeror should submit three (3) complete copies of the offeror's bid response plus one electronic copy on a USB memory strip or similar media in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/offeror's company in a contract with the County.

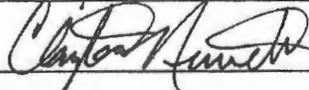
Company Name: Salter Lawn Service LLC

Address: 805 Ashley Dr.
Ashland, Mo 65202

Telephone: 573-657-2455 Fax: 573-657-2475

Federal Tax ID (or Social Security #): 43-1856651

Print Name: Clayton Newell Title: General Manager

Signature:  Date: 7/16/2020

Contact Name and E-Mail Address to receive documents for electronic signature:

Clayton Newell clayton@salterlawnservice.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with

specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The offeror must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 Cooperative Procurement: The offeror should indicate by checking "Yes" or "No" in the indicated space if the offeror will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

Yes No

5.3 PRICING:

Site Maintenance Services: The offeror must price all line items. All pricing quoted shall be considered firm and fixed and apply during the original contract period. The County will not directly pay for travel time to and from the site.

Line Item	Federal Prevailing Wage As published at https://beta.sam.gov/wage-determination/MO20200036/3?index=wd&keywords=Missouri&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=db ra&page=3&inactive_filter_values=false	Non-Prevailing Wage – Pricing Quoted Here Will Be Used To Compute Renewal Pricing
5.3.1	Labor Straight Time: \$ <u>73.55</u> Per Hour Identify Job Classification(s) the above quoted wage applies to:	Labor Straight Time: \$ <u>45.00</u> Per Hour Identify Job Classification the above quoted wage applies to:
5.3.2	Labor Straight Time: \$ <u>73.55</u> Per Hour Identify Job Classification(s) the above quoted wage applies to:	Labor Straight Time: \$ <u>45.00</u> Per Hour Identify Job Classification the above quoted wage applies to:

		Why
--	--	-----

5.3.3	Mark-Up to Replace Mulch	100 %
5.3.4	Mark-Up to Replace Edging Material	20 %
5.3.5	Mark-Up to Replace Native Plants	20 %

<p>5.3.6 ADDITIONAL EQUIPMENT Submit a schedule of equipment owned that may be required for service not contemplated in the quoted labor rate. The offeror shall include rates (billable hourly rate) for their use, and if a contract is awarded, under direction of an authorized County representative, the contractor shall perform said service and account for equipment from said schedule.</p> <p>Please attach schedule of equipment.</p>	
---	--

5.4 Renewal Options:

The percentages quoted here will be applied to the pricing quoted above as Non-Prevailing Wage hourly pricing.

The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The offeror must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index"

are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial (i.e., the first) contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

5.4.1 **Renewal Option Percentage Price Adjustment**

1st Renewal Period: August 1, 2021 – July 31, 2022

0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: 0

OR Minimum Decrease: 0

5.4.2 **Renewal Option Percentage Price Adjustment**

2nd Renewal Period: August 1, 2022 – July 31, 2023

0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: 0

OR Minimum Decrease: 0

5.4.3 **Renewal Option Percentage Price Adjustment**

3rd Renewal Period: August 1, 2023 – July 31, 2024

2 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: 2%

OR Minimum Decrease: 0

5.4.4 **Renewal Option Percentage Price Adjustment**

4th Renewal Period: August 1, 2024 – July 31, 2025

2 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: 2%

OR Minimum Decrease: 0

5.5 Offeror's Experience and Reliability:

5.5.1. **Company History:** The offeror should describe briefly in the available space the company's background in performing site maintenance services as described herein, e.g., when the company was founded, how long the company has been serving the Missouri market, etc.:

Salter Lawn Service specializes in Commercial grounds maintenance. We have been in business for over 20 years and have over 300 active clients.

5.5.2. **Offeror's References:** The offeror should provide reference contact information below regarding provision of site maintenance services similar to what is being offered to Boone County – please copy the format below if the offeror desires to submit more than two references:

- Reference 1:

Company/Entity Name: American Water

Contact Name: Chrystal Schneider

Contact's Title: Senior Buyer

City: Multiple throughout Central MO State: MO

Telephone Number and Area Code: 314-614-5521

E-mail Address: Chrystal.Schneider@amwater.com

Description of Equipment/Services Furnished: maintain over 50 lagoons, water retention basins + water towers

Availability of Reference: phone or email

• Reference 2:

Company/Entity Name: Missouri Employers Mutual (MEM)

Contact Name: Debbie Fangman

Contact's Title: Fleet + Facilities Manager

City: Columbia State: MO

Telephone Number and Area Code: 573-499-4322

E-mail Address: dfangman@mem-ins.com

Description of Equipment/Services Furnished: Complete grounds maintenance

Availability of Reference: phone or email

5.6 Proposed Method of Performance and Contractor Support

5.6.1. Site Maintenance Plan

Describe below the offeror's **Site Maintenance Plan** for the Greater Bonne Femme Watershed Project:

If not addressed above, provide details about site maintenance tasks that will be performed, how often, etc.:

Describe the equipment, materials and supplies the offeror has to perform Scope of Work tasks:

5.6.2. Single Point of Contact:

Identify the person who will perform as the Single Point of Contact for the County regarding work to be performed under the contractor, and describe below how the offeror will perform as a single point of contact for the County regarding the work to be done:

Name and Title: Clayton Newell / General Manager

Phone #: 573-657-2455

E-mail Address: Clayton@satterlawnservice.com

Hours of Availability: M-F 8am - 5pm

Describe how the above-identified person will perform as the County's Single Point of Contact:

As General Manager, Clayton can assist w/ operations, invoicing questions, bids + pricing or whatever else may arise.

5.6.3. Direct or Subcontracted Work:

Address in the space provided if any of the site maintenance services will be done by the offeror's staff or if the offeror intends to use a subcontractor(s) to perform any services. If any subcontractors are to be used, then identify the subcontractor by name and location.

Salter Lawn Service Staff

5.6.4. Warranty:

Address in the space provided the warranty terms and length on labor provided to conduct successful site maintenance:

We Guarantee satisfaction in work performed. Due to many outside contributing factors such as weather,

animals, etc. we can not extend a warranty period on labor.

5.6.5. Regular Work Hours/Days and Holidays:

Address in the space provided the offeror's regular work hours and days, and holidays:

Monday - Friday 8am - 5pm excluding

national holidays such as Christmas, Thanksgiving,
Labor Day, Memorial Day, Independence Day

SIGNATURE AND IDENTITY OF OFFEROR

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with binding intent to become the responsible and sole Contractor) the signing party is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that the signatory is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- () sole individual partnership () joint venture
- () corporation, incorporated under laws of the state of _____

Dated _____, 20
Name of individual, all partners, or joint ventures:

Address of each:

Emily K. Salter

3030 E. Route M, Ashland MO

Stacy L. Salter

3030 E. Route M, Ashland, MO

805 Ashley Dr. Ashland, MO 65010

doing business under the name of:

Address of principal place of business in Missouri:

Salter Lawn Service LLC

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the County.

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 20 If not under present firm name, list previous firm names and types of organizations.

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

Item	Purchaser	Amount of Percent Contract Completed
------	-----------	--------------------------------------

3. General type of product sold and manufactured:

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

(a) Number of contracts on which default was made: 0

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

Simmons Bank

Connections Bank

River Regions Credit Union

6.

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

Yes X No _____

Dated at _____

this July day of 16, 20 20.

Salter Lawn Service
Name of Organization(s)

By [Signature]
(Signature)

owner
(Title of person signing)

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF FORT WORTH



[Faint, illegible text or markings]

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Stacy Salter, being first duly sworn, deposes and says that person signing this statement is owner
(Title of Person Signing)

of Stacy Salter Salter Lawn Service
(Name of Offeror)

that all statements made and facts set out in the proposal for the above project are true and correct; and the offeror (person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that offeror is not financially interested in, or financially affiliated with, any other offeror for the above project

B _____
y _____
B _____
y _____
B _____
y _____



CODI RAYLYN SESSLER
My Commission Expires
August 8, 2021
Boone County
Commission #17518847

Sworn to before me this 16th day of July, 20 20

Codi Sessler
Notary Public

My Commission Expires August 8th 2021

The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Offeror Signature

7/16/2020

Date

Boone County Purchasing

Liz Palazzolo - Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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 offeror 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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.

Liz Palazzolo

From: Clayton Newell <clayton@salterlawnservice.com>
Sent: Thursday, July 16, 2020 8:04 AM
To: Liz Palazzolo
Cc: Stacy Salter
Subject: Watershed Maintenance proposal
Attachments: Boone County - Watershed Maintenance - Prevailing Wage.pdf; Boone County - Watershed Maintenance - Prevailing Wage.pdf

Liz,

Please see attached proposals for the maintenance of the Greater Boone Feeme Watershed Project. One proposal is for the prevailing wage time period and the other would be to take its place on Aug 1st 2021.

Let us know if you have any questions or concerns.

Thank you,

Clayton Newell
General Manager
Salter Lawn Service

Sent from my iPhone



Salter Lawn Service

805 Ashley Dr.
Ashland, MO 65010
573-657-2455
info@salterlawnservice.com

"ONE CALL, WE DO IT ALL"

County of Boone - Missouri 613 E Ash Street Columbia, MO 65201

Date: 7/15/2020

Submitted to: Liz Palazzolo
lpalazzolo@boonecountymo.org / 573-886-4392

Submitted by: Stacy Salter
phone #: (573) 657-2455

Site Maintenance for the Greater Boone Feeme Watershed Project RFP# 16-13JUL20

Discription of Services	Estimated Price	Occurrences
Mowing and Trimming Outer Edge of Area	\$147.10	<i>Area Out</i> weekly
Water Plants (done weekly - as needed)	\$294.20	<i>Area - W</i> as needed
Remove Litter and Debris	\$73.55	<i>MON -></i> weekly
Weed Control (weed control application, pulling weeds)	\$367.75	monthly
Monitor and Repair Erosion Damage (twice per year)	\$441.30	bi-annually
Check for standing water (longer than by design)	\$73.55	monthly
Re-Mulch Site (annual coating of new mulch) - Materials	\$800.00	annually
Re-Mulch Site (annual coating of new mulch) - Labor	\$735.50	annually
Inspect Drainage Area and Check for Standing Water	\$73.55	monthly
Replace Dead Plants with same native species - Materials	(cost + 20%)	as needed
Replace Dead Plants with same native species - Labor (hourly cost)	\$73.55	as needed
Repair Animal Damage - Labor (hourly cost)	\$73.55	as needed
Remove Sediment	\$588.40	annually
Verify Structural Component Function	\$73.55	annually
Evaluate Soils for Nutrients and Physical Makeup	\$222.10	annually
Fortify Edging Material - Materials	(cost + 20%)	annually
Fortify Edging Material - Labor	\$73.55	annually
One Time Clean-up of Property (needs to be done at start of service contract)	\$1,471.00	1 time

All pricing is estimated and based on the hourly rate of \$73.55 for the duration of the prevailing wage mandate as per the bid request and ends on July 31st, 2021. Actual

time to complete tasks and the subsequent charges may vary based on unforeseen elements.

Client (ACCEPTED)

Date

Salter Lawn Service

Date

Thank you for your business,
Stacy Salter

* List of references upon request

* Over 20 years in business!

SEE TERMS ON REVERSE 2*

* Liability and Workmen's Comp. Insurance

This agreement is valid for 1 year from the date signed by you, the Customer. ; Payment in due within 30 days of the invoice date, unless otherwise specified. In the case of non-payment or default, Salter Lawn Service has the right to terminate this agreement immediately. Upon termination of this agreement by Salter Lawn Service, all payment for any work performed is due within 30 days. ; You agree to notify Salter Lawn Service immediately in the event that you sell or relocate from any property which is subject to this agreement. Should you fail to notify Salter Lawn Service as required, you agree to take full financial responsibility for any charges that are incurred for services by Salter Lawn Service as a result of your failure to notify. ; Salter Lawn Service is responsible for direct damages resulting from its negligence or breach of this agreement but, is not responsible for any indirect, incidental, consequential, punitive or special damages arising or resulting from the performance of nonperformance of any obligations under this agreement including but not limited to, loss of profits or income, regardless of the basis for the claim. ; You have a duty to inspect the property within 14 days after service has been performed by Salter Lawn Service. If you believe Salter Lawn Service provided deficient work, you agree to notify Salter Lawn Service immediately and directly to their office. If notice is not received by Salter Lawn Service within 14 days of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived. ; Except as expressly set forth in this agreement, Salter Lawn Service makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or any other basis. ; Except for the payment of Salter Lawn Service's invoices by you, if either Salter Lawn Service or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of and labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by either party shall not be chargeable in any way to such party: provided, however, the party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy the cause. If any event should prevent a party from performing its obligations under this agreement for a period of 90 days, the other party shall have the right to cancel this agreement upon notice to the other party unable to perform its obligations. ; You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of Salter Lawn Service. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors. ; Salter Lawn Service agrees to furnish the labor and materials for purposes of this agreement and is authorized by you to carry out the services of layed out in the agreement at the address shown. You represent and warrant to Salter Lawn Service that you are the owner of said property, or in the case that you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to and bind the owner of the property to the terms and conditions of the agreement. ; Unless expressly noted otherwise herein, this agreement any any invoice issued by Salter Lawn Service pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions, or warranties other than those hereafter made in writing and signed by authorized representatives of both parties shall add to or change the parameters of the agreement.

At Salter Lawn Service we stand true to " One Call, Does It All"

Here are a few of the services we proudly provide to Central Missouri:

Core Areation | Seeding | Fertilization and Weed Control Programs | Tree Removal
Mulch and Rock Delivery & Installation | Landscape. Tree & Shrub Installation | Power Washing
Snow Removal & Ice Melt Application | Gutter Cleaning | Leaf Clean-Up | Drainage Solutions
Dirt Work | Retaining Walls | Patios & Outdoor Living Spaces | Stump Grinding | Irrigation
Sod Installation | Mowing | Concrete Work | Brush & Limb Removal | Fall & Spring Clean-Up
Deck & Fence Installation & Repair | Exterior Window Cleaning | Pruning Trees & Bushes
General Labor | Small Engine Repair



Salter Lawn Service

805 Ashley Dr.
Ashland, MO 65010
573-657-2455
info@salterlawnservice.com

"ONE CALL, WE DO IT ALL"

County of Boone - Missouri 613 E Ash Street Columbia, MO 65201

Date: 7/15/2020

Submitted to: Liz Palazzolo
lpalazzolo@boonecountymmo.org / 573-886-4392

Submitted by: Stacy Salter
phone #: (573) 657-2455

Site Maintenance for the Greater Boone Feeme Watershed Project RFP# 16-13JUL20

Discription of Services	Estimated Price	Occurrences
Mowing and Trimming Outer Edge of Area	\$147.10	weekly
Water Plants (done weekly - as needed)	\$294.20	as needed
Remove Litter and Debris	\$73.55	weekly
Weed Control (weed control application, pulling weeds)	\$367.75	monthly
Monitor and Repair Erosion Damage (twice per year)	\$441.30	bi-annually
Check for standing water (longer than by design)	\$73.55	monthly
Re-Mulch Site (annual coating of new mulch) - Materials	\$800.00	annually
Re-Mulch Site (annual coating of new mulch) - Labor	\$735.50	annually
Inspect Drainage Area and Check for Standing Water	\$73.55	monthly
Replace Dead Plants with same native species - Materials	(cost + 20%)	as needed
Replace Dead Plants with same native species - Labor (hourly cost)	\$73.55	as needed
Repair Animal Damage - Labor (hourly cost)	\$73.55	as needed
Remove Sediment	\$588.40	annually
Verify Structural Component Function	\$73.55	annually
Evaluate Soils for Nutrients and Physical Makeup	\$222.10	annually
Fortify Edging Material - Materials	(cost + 20%)	annually
Fortify Edging Material - Labor	\$73.55	annually
One Time Clean-up of Property (needs to be done at start of service contract)	\$1,471.00	1 time

All pricing is estimated and based on the hourly rate of \$73.55 for the duration of the prevailing wage mandate as per the bid request and ends on July 31st, 2021. Actual

time to complete tasks and the subsequent charges may vary based on unforeseen elements.

Client (ACCEPTED)

Date

Salter Lawn Service

Date

Thank you for your business,
Stacy Salter

* List of references upon request

* Over 20 years in business!

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* Liability and Workmen's Comp. Insurance

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Core Areation | Seeding | Fertilization and Weed Control Programs | Tree Removal
Mulch and Rock Delivery & Installation | Landscape. Tree & Shrub Installation | Power Washing
Snow Removal & Ice Melt Application | Gutter Cleaning | Leaf Clean-Up | Drainage Solutions
Dirt Work | Retaining Walls | Patios & Outdoor Living Spaces | Stump Grinding | Irrigation
Sod Installation | Mowing | Concrete Work | Brush & Limb Removal | Fall & Spring Clean-Up
Deck & Fence Installation & Repair | Exterior Window Cleaning | Pruning Trees & Bushes
General Labor | Small Engine Repair

Liz Palazzolo

From: Clayton Newell <clayton@salterlawnservice.com>
Sent: Thursday, July 16, 2020 8:06 AM
To: Liz Palazzolo
Cc: Stacy Salter
Subject: Re: Watershed Maintenance proposal
Attachments: Boone County - Watershed Maintenance - Regular Wages.pdf

Sorry, I attached 2 of the same proposals. Here is the one for after the prevailing wage ends.

Clayton Newell
General Manager
Salter Lawn Service

Sent from my iPhone

> On Jul 16, 2020, at 8:04 AM, Clayton Newell <clayton@salterlawnservice.com> wrote:
>
> Liz,
>
> Please see attached proposals for the maintenance of the Greater Boone Feeme Watershed Project. One proposal is
for the prevailing wage time period and the other would be to take its place on Aug 1st 2021.
>
> Let us know if you have any questions or concerns.
>
> Thank you,
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> Clayton Newell
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> Salter Lawn Service
> <Boone County - Watershed Maintenance - Prevailing Wage.pdf>
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>
> Sent from my iPhone



Salter Lawn Service

805 Ashley Dr.
Ashland, MO 65010
573-657-2455
info@salterlawnservice.com

"ONE CALL, WE DO IT ALL"

County of Boone - Missouri 613 E Ash Street Columbia, MO 65201

Date: 7/15/2020

Submitted to: Liz Palazzolo
lpalazzolo@boonecountymmo.org / 573-886-4392

Submitted by: Stacy Salter
phone #: (573) 657-2455

Site Maintenance for the Greater Boone Feeme Watershed Project RFP# 16-13JUL20

Discription of Services	Estimated Price	Occurrences
Mowing and Trimming Outer Edge of Area	\$90.00	weekly
Water Plants (done weekly - as needed)	\$180.00	as needed
Remove Litter and Debris	\$45.00	weekly
Weed Control (weed control application, pulling weeds)	\$225.00	monthly
Monitor and Repair Erosion Damage (twice per year)	\$270.00	bi-annually
Check for standing water (longer than by design)	\$45.00	monthly
Re-Mulch Site (annual coating of new mulch) - Materials	\$800.00	annually
Re-Mulch Site (annual coating of new mulch) - Labor	\$450.00	annually
Inspect Drainage Area and Check for Standing Water	\$45.00	monthly
Replace Dead Plants with same native species - Materials	(cost + 20%)	as needed
Replace Dead Plants with same native species - Labor (hourly cost)	\$45.00	as needed
Repair Animal Damage - Labor (hourly cost)	\$45.00	as needed
Remove Sediment	\$360.00	annually
Verify Structural Component Function	\$45.00	annually
Evaluate Soils for Nutrients and Physical Makeup	\$165.00	annually
Fortify Edging Material - Materials	(cost + 20%)	annually
Fortify Edging Material - Labor	\$45.00	annually

All pricing is estimated and based on the hourly rate of \$45 after the duration of the prevailing wage mandate as per the bid request ends on July 31st, 2021. This bid's pricing goes into effect on 8/1/2021.

Actual time to complete tasks and the subsequent charges may vary based on unforeseen elements.

Client (ACCEPTED)

Date

Salter Lawn Service

Date

Thank you for your business,
Stacy Salter

* List of references upon request

* Over 20 years in business!

SEE TERMS ON REVERSE 2*

* Liability and Workmen's Comp. Insurance

This agreement is valid for 1 year from the date signed by you, the Customer. ; Payment in due within 30 days of the invoice date, unless otherwise specified. in the case of non-payment or default, Salter Lawn Service has the right to terminate this agreement immediately. Upon termination of this agreement by Salter Lawn Service, all payment for any work performed is due within 30 days. ; You agree to notify Salter Lawn Service immediately in the event that you sell or relocate from any property which is subject to this agreement. Should you fail to notify Salter Lawn Service as required, you agree to take full financial responsibility for any charges that are incurred for services by Salter Lawn Service as a result of your failure to notify. ; Salter Lawn Service is responsible for direct damages resulting from its negligence or breach of this agreement but, is not responsible for any indirect, incidental, consequential, punitive or special damages arising or resulting from the performance of nonperformance of any obligations under this agreement including but not limited to, loss of profits or income, regardless of the basis for the claim. ; You have a duty to inspect the property within 14 days after service has been performed by Salter Lawn Service. If you believe Salter Lawn Service provided deficient work, you agree to notify Salter Lawn Service immediately and directly to their office. If notice is not received by Salter Lawn Service within 14 days of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived. ; Except as expressly set forth in this agreement, Salter Lawn Service makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or any other basis. ; Except for the payment of Salter Lawn Service's invoices by you, if either Salter Lawn Service or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of and labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by either party shall not be chargeable in any way to such party: provided, however, the party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy the cause. If any event should prevent a party from performing its obligations under this agreement for a period of 90 days, the other party shall have the right to cancel this agreement upon notice to the other party unable to perform its obligations. ; You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of Salter Lawn Service. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors. ; Salter Lawn Service agrees to furnish the labor and materials for purposes of this agreement and is authorized by you to carry out the services of layed out in the agreement at the address shown. You represent and warrant to Salter Lawn Service that you are the owner of said property, or in the case that you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to and bind the owner of the property to the terms and conditions of the agreement. ; Unless expressly noted otherwise herein, this agreement any any invoice issued by Salter Lawn Service pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions, or warranties other than those hereafter made in writing and signed by authorized representatives of both parties shall add to or change the parameters of the agreement.

At Salter Lawn Service we stand true to " One Call, Does It All"

Here are a few of the services we proudly provide to Central Missouri:

Core Areation | Seeding | Fertilization and Weed Control Programs | Tree Removal
Mulch and Rock Delivery & Installation | Landscape. Tree & Shrub Installation | Power Washing
Snow Removal & Ice Melt Application | Gutter Cleaning | Leaf Clean-Up | Drainage Solutions
Dirt Work | Retaining Walls | Patios & Outdoor Living Spaces | Stump Grinding | Irrigation
Sod Installation | Mowing | Concrete Work | Brush & Limb Removal | Fall & Spring Clean-Up
Deck & Fence Installation & Repair | Exterior Window Cleaning | Pruning Trees & Bushes
General Labor | Small Engine Repair

Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

July 24, 2020

Salter Lawn Service, LLC
805 Ashley Drive
Ashland, MO 65202

Via E-mail: stacy@salterlawnservice.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

Dear Mr. Salter:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The **first** attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your BAFO response.

The **second** attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

The **third** attachment is a list of clarifications/concerns that the County requests be addressed in the Best and Final Offer response.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, your BAFO response must, at minimum, acknowledge changes to the RFP as addressed in the above paragraph.

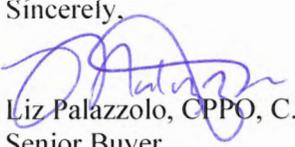
Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a *response* no later than by **Noon (12:00 P.M.) on July 29, 2020**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

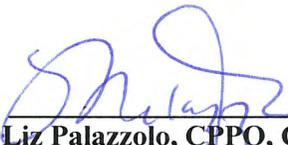
Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, and BAFO #1 Clarifications/Concerns List

BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

BEST AND FINAL OFFER FORM #2

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project*

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. This BAFO response may be e-mailed to lpalazzolo@boonecountymo.org.

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of *RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project* have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.2.4 and sub-paragraphs “a” through “m” are **REVISED** as follows:

3.2.4 Each of the following site maintenance tasks shall be performed by the contractor weekly, monthly, or annually as indicated as part of on-going plants maintenance through July 31, 2021:

- a. Water plants, i.e., container plants and grass seed ***no more than once per week if the area has not received 1” or more of rain as measured by Boone County Road & Bridge, or as otherwise needed April through October;***
- b. Weed control, monthly ***April through October; the weed control application shall not be a pesticide or fertilizer*** and must be approved by the County before the first application;
- c. Remove litter and debris (e.g., trash, leaves, mower discharge, etc.) ***monthly;***
- d. Monitor and repair erosion ***bi-annually (twice per year);***
- e. Check for standing water longer ***than by design to verify structural component function,*** monthly;
- f. Add mulch, ***annually;***
- g. ***DELETED by BAFO Request #001***
- h. Replace dead plants with the same native species plant, as needed. If the same plant is not available, the contractor must obtain the prior approval of the Resource Management Department regarding a substitute plant before replacing the dead plant. The contractor shall be responsible for providing the replacement plant(s).
- i. Repair animal damage, as needed;
- j. Remove sediment ***at outlets only,*** annually;
- k. ***DELETED by BAFO Request #001***
- l. ***DELETED by BAFO Request #001***
- m. Fortify edging material, annually.

2. Sub-paragraph 3.2.4 “n” and 3.2.4 “o” are **ADDED**:

n. Mow and trim outer edge of area every two (2) weeks April through October.

o. One-time initial clean-up of site.

**BEST AND FINAL OFFER FORM #3
BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: RFP 16-13JUL20 - Site Maintenance Services for the Greater Bonne Femme Watershed Project

CLARIFICATION/CONCERNS

1. Please provide detail on the weed control application that will be used by Salter Lawn Service. It must not be a pesticide or fertilizer. When would it be applied, e.g., April through October?

Salter Lawn Service's BAFO #001 response shall address the above request regarding the weed control application. Identify the specific weed application product intended for use.

2. The mark-up on mulch is quoted at 100%.

Salter Lawn Service's BAFO #001 response shall address the 100% mark-up on mulch and why it is necessary since it is questionable.

3. Removing sediment has been re-written to be done only at the outlets. Does this reduce the anticipated number of hours that would be required to conduct this task?

Salter Lawn Service's BAFO #001 response shall address whether removing sediment only at the outlets reduces overall time for this task.

4. The quote indicates that it is viable for 30-days. Paragraph 4.4.1 of the RFP requires that the quote be viable for 90-days.

Salter Lawn Service's BAFO #001 shall indicate that the quote will remain viable for 90-days.

5. Terms in the boilerplate of the quote from Salter Lawn Service contradict RFP terms on the same topic.

Salter Lawn Service's BAFO #001 response shall indicate that in the event of conflict between its boilerplate terms on its quote and the RFP, the terms of the RFP shall govern.



**ADDENDUM #2 to RFP 16-13JUL20
SITE MAINTENANCE FOR THE GREATER BONNE FEMME
WATERSHED PROJECT**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme
Watershed Project**

ADDENDUM # 2 - Issued July 13, 2020

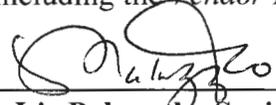
**Prospective bidders are hereby notified of the following revisions to
Request for Proposal 16-13JUL20 –Site Maintenance Services for
the Greater Bonne Femme Watershed Project:**

- 1. The **title** on Attachment Two is corrected as follows:

FROM: “Attachment TWO – RFP 16-11JUL20”

TO: “Attachment TWO – RFP 16-13JUL20”

This addendum is issued in accordance with the RFP paragraph 1.7 and is hereby incorporated into and made a part of the Request for Proposal. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with proposal response including the *Vendor Response and Pricing Pages*.

By: 

**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #2 to Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



**ADDENDUM #1 to RFP 16-13JUL20
SITE MAINTENANCE FOR THE GREATER BONNE FEMME
WATERSHED PROJECT**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme
Watershed Project**

ADDENDUM # 1 - Issued July 13, 2020

**Prospective bidders are hereby notified of the following revisions to
Request for Proposal 16-13JUL20 –Site Maintenance Services for
the Greater Bonne Femme Watershed Project:**

- 1. The **proposal submittal deadline** is extended:

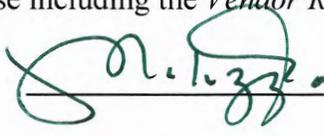
FROM: 2:00 P.M. July 13, 2020

CHANGED TO: 2:00 P.M. Central Time July 16, 2020

Bids will be accepted until **2:00 P.M. Central Time on Thursday, July 16, 2020**. *Offerors may e-mail their bids to lpalazzolo@boonecountymo.org.*

All other references in the RFP to proposal submission being due by July 13, 2020 at 2:00 P.M. are hereby REVISED to change the July 13th date to July 16, 2020 at 2:00 P.M.

This addendum is issued in accordance with the RFP paragraph 1.7 and is hereby incorporated into and made a part of the Request for Proposal. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with proposal response including the *Vendor Response and Pricing Pages*.

By: 

**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #1 to Request for Proposal #16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

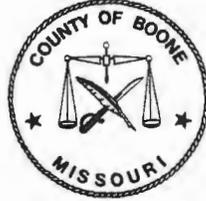
Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR SITE MAINTENANCE FOR THE GREATER BONNE FEMME WATERSHED PROJECT

RFP # 16-13JUL20

Release Date: June 11, 2020

**Submittal Deadline:
Monday, July 13, 2020
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 16-13JUL20 –Site Maintenance Services for the Greater Bonne Femme Watershed Project

The County is allowing submission of proposals via e-mail during the COVID-19 pandemic response period. The offeror is allowed to submit their complete authorized proposal by sending it by the indicated proposal submission due date and time to:

Liz Palazzolo
lpalazzolo@boonecountymo.org

The offeror should provide identification that authenticates the legitimacy of the proposal with the e-mail submission such as using company letterhead, logos, or other detail.

The offeror is cautioned that the e-mail system is not considered secured and the offeror so assumes all risk associated with submission of their proposal using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the offeror may allege as a result of submitting their proposal to the County via e-mail.

The e-mailed response will be accepted until **2:00 P.M. on Monday, July 13, 2020**. Send the complete response to Liz Palazzolo, Senior Buyer at this e-mail address:

lpalazzolo@boonecountymo.org.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Offerors may obtain further information on the Boone County Web Page at <https://www.showmeboone.com/>

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Thursday, June 11, 2020
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **Monday, July 13, 2020** to:
- Liz Palazzolo, Senior Buyer, at this e-mail address:
lpalazzolo@boonecountymo.org.
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late proposal responses may be returned unopened if the offeror requests within ten (10) business days after RFP opening. All returns will be made at the offeror's expense.
- 1.2.2 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.3 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **Monday, July 13, 2020** but only the names of offerors will be read aloud at the proposal opening. A tabulation of responses may be found on-line at this address or by contacting the Buyer of Record: <https://www.showmeboone.com/purchasing/bids/>
- 1.4 Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.
- 1.5 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. The Boone County Purchasing Department shall not be responsible for providing RFP addenda if the offeror has not been added to the official Offeror list for this Request for Proposal.

- 1.6 **Guideline for Written Questions:** *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., July 3, 2020* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

- 1.7 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- 1.8 The terms “offeror,” “vendor” and “respondent” shall be interpreted as the same throughout this RFP document.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for professional **Site Maintenance Services for the Greater Bonne Femme Watershed Project** as set forth herein.
- 2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Work
 - 4) Proposal Submission Information
 - 5) Offeror Response/Pricing Page(s)
 - 6) Signature and Identity of Offeror
 - 7) Statement of Offeror's Qualifications
 - 8) Anti-Collusion Statement
 - 9) Certification Regarding Debarment
 - 10) Certification Regarding Lobbying
 - 11) Work Authorization Certification
 - 12) Affidavit of Compliance with OSHA
 - 13) Affidavit of Compliance with Prevailing Wage
 - 14) Sample Performance Bond
 - 15) Sample Labor & Material Payment Bond
 - 16) "No Bid" Response Form
 - 17) Boone County Standard Terms and Conditions
 - 18) Attachment One – Site Map
 - 19) Attachment Two – Federal Prevailing Wage
 - 20) Attachment Three – Missouri Department of Natural Resources Federal Financial Assistance Agreements General Terms and Conditions
- 2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide Site Maintenance Services for the Greater Bonne Femme Watershed Project for the Boone County Resource Management Department.
- 2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor" for maintenance of native plants planted at the site of the Greater Bonne Femme Watershed Project.

2.2 Background Information:

- 2.2.1 Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.
- 2.2.2 The Bonne Femme and Little Bonne Femme creeks, along with their tributaries, in southern Boone County are the major focus of the Greater Bonne Femme Watershed Project. These tributaries include Bass Creek, Turkey Creek, Fox Hollow Branch, Smith Branch, Devil's Icebox Branch, Gans Creek, Clear Creek and Mayhen Creek. The geographic area of the Greater Bonne Femme Watershed (GBFW) comprises 92.4 square miles. The watershed has several Outstanding State Resource streams combined with sensitive karst areas that are extremely vulnerable to water quality degradation. There are currently five (5) streams in the Greater Bonne Femme Watershed that are on the Clean Water Act 303(d) list of impaired waters for exceeding the *E. coli* bacteria water quality standard for whole body contact. The goal of this project is to illustrate an effective method that can be used to address nonpoint source pollutants affecting the water quality in the GBFW, using green bio-engineering designs that will help improve stormwater infiltration and increase the pollutant removal efficiencies for the basins.
- 2.2.3 The Greater Bonne Femme Watershed Project will consist of retrofitting two detention basins within the watershed to demonstrate how these cells retain the water quality volume they've been designed to capture and remove nutrients and other pollutants from stormwater runoff. To achieve this, the Boone County Resource Management Department seeks a contractor to maintain the native plants that have been planted at the Greater Bonne Femme Watershed Project site.

2.3 Funding:

- 2.3.1 Funding for the Greater Bonne Femme Watershed Project is partially funded through an Environmental Protection Agency Section 319 Nonpoint Source Grant through the Missouri Department of Natural Resources; federal dollars comprise 49% of total project funding of \$75,786.00, but only a portion of the federal funds have been budgeted for completion of the proposed contract.



3. SCOPE OF WORK:

3.1 General Requirements:

3.1.1 The contractor shall provide on-going site maintenance services to the Boone County Resource Management Department in accordance with minimum requirements stated herein at the Greater Bonne Femme Watershed Project Site (see **Attachment One** which shall be incorporated into the contract by reference). All services shall be provided on an as needed basis consistent with seasonal requirements.

3.1.2 Work performed under the contract shall fall into two phases determined by the time frame of the federal grant.

- a. Phase One work shall be all work conducted prior to and including July 31, 2021 during which time federal prevailing wage shall govern labor costs:

https://beta.sam.gov/wage-determination/MO20200036/3?index=wd&keywords=Missouri&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=3&inactive_filter_values=false

- b. For the period of time from the contract award date through and including July 31, 2021, contractor work shall be covered with grant funding. After this date, funding is no longer covered under the federal grant.
- c. Phase Two work shall be all work performed after July 31, 2021. Federal prevailing wage shall not apply to contract labor rates during Phase Two. The contractor's invoicing must conform to and show adherence to the definitions of Phase One/federal prevailing wage and Phase Two/no prevailing wage.
- d. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to wages paid to laborers and work performed under the contract.

3.2 On-Going Site Maintenance Requirements

3.2.1 The contractor shall provide on-going routine site maintenance to ensure the viability of the plants.

- 3.2.2 The contractor shall provide site maintenance as described in the contractor's Site Maintenance Plan. The contractor shall understand and agree that the County has the right to request modification(s) to the accepted Site Maintenance Plan if in the estimation of the County modification is required in order to ensure the success of the Greater Bonne Femme Watershed Project. In the event any requested modification incurs additional cost to the contractor, the contractor shall have the right to request compensation subject to review and approval by the Resource Management Department. Any such change to any terms of the contract including the contractor's total compensation must be accomplished in a formal written amendment to the contract through the Boone County Purchasing Office and approved by the Boone County Commission and the Missouri Department of Natural Resources.
- 3.2.3 Grant funding is available through July 31, 2021 for site maintenance, but after this date, the County still requires site maintenance. Separate billing provisions shall apply for site maintenance done during the federal grant period and after the federal grant period as stated herein.
- 3.2.4 Each of the following site maintenance tasks shall be performed by the contractor weekly, monthly, or annually as indicated as part of on-going plants maintenance through July 31, 2021:
- a. Water plants, i.e., container plants and grass seed in drought, a minimum one (1) inch per week, or as otherwise needed;
 - b. Weed control, monthly;
 - c. Remove litter and debris (e.g., trash, leaves, mower discharge, etc.) as needed;
 - d. Monitor and repair erosion, as needed;
 - e. Check for standing water, i.e., longer than by design, monthly;
 - f. Add mulch, as needed;
 - g. Inspect drainage area, monthly;
 - h. Replace dead plants with the same native species plant, as needed. If the same plant is not available, the contractor must obtain the prior approval of the Resource Management Department regarding a substitute plant before replacing the dead plant. The contractor shall be responsible for providing the replacement plant(s).
 - i. Repair animal damage, as needed;
 - j. Remove sediment, annually;
 - k. Verify structural component function, annually;
 - l. Evaluate soils for nutrients and physical make-up, annually;
 - m. Fortify edging material, annually.

3.3 Other General Requirements:

- 3.3.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform services in accordance

with the provisions and requirements stated herein and to the sole satisfaction of the County.

3.3.2 Order Processing/Billing/Payment: Boone County Resource Management Department will be placing orders with the contractor. The Boone County Resource Management Department shall be billed on a monthly basis. Invoices must include an itemization of work tasks performed and the applicable hourly rate(s). Payment will be made within 30 days after receipt of a correct and valid monthly statement. The Purchase Order or Contract number must appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the contractor's response and accepted as part of the resulting contract. Hidden or added charges shall not be accepted. Travel time to and from the site shall not be directly invoiced or paid by the County.*

- a. The contractor shall be reimbursed for replacing mulch, native plants and edging material at actual cost plus the firm, fixed mark-up. The contractor shall provide supporting receipts and documentation to verify the actual cost of the materials.
- b. Itemized invoices shall be submitted on a monthly basis for work performed to:

Resource Management Department
801 E. Walnut, Room 315
Columbia, Missouri 65102

- c. All payments shall be made in arrears within thirty (30) calendar days after receipt of an accurate and accepted invoice for work performed.

3.3.3 Single Point of Contact Requirements: The contractor shall be required to provide Boone County with the name, phone number, and e-mail of at least one company contact dedicated to the County as a Single Point of Contact on all matters regarding contract performance including billing.

3.3.4 Warranty: The contractor shall warranty site maintenance work. All work performed shall ensure the viability of the native plants that are planted at the site. At the request of the Resource Management Department, the contractor shall confer with Resource Management staff after planting to meet in person or virtual video conference to discuss the current state of the site at the time the contract is initiated in order to develop a baseline concept of plant health.

3.3.5 Insurance Requirements: The contractor must not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor must the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and

approved. All policies must be in amount(s), form(s) and company(ies) satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- a. The contractor must purchase and maintain in force, at its own expense, property insurance covering any loss or damage of the County owned records.
- b. **Compensation Insurance:** The contractor must take out and maintain during the life of the contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the contractor must 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 must meet Missouri statutory limits. Employers' Liability limits must 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 the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor must provide and must cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- c. **Compensation General Liability Insurance:** The contractor must take out and maintain during the life of the contract, such comprehensive general liability insurance as must protect them and any subcontractor performing work covered by the contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance must be not less than \$2,000,000.00 combined single 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 must include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance must also be included.
- d. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- e. **Business Automobile Liability** – The contractor shall maintain during the life of the 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; non-owned and both on and off the site of work.
- f. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- g. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an Additional Insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. 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 services provided.
- h. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor must indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 1) Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - 2) Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 3.3.6 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.3.7 **Contract Period:** The initial contract period shall run **Date of Award through July 31, 2021**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the initial term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.3.8 **Pricing:** All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period. Pricing for the initial contract period, which is Phase One, shall be determined by the federal prevailing wage.
- 3.3.9 **Renewal Options Pricing:** Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
 - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

- d. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.10 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

3.3.11 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.3.12 Estimated Usage: The services specified herein are estimates and do not constitute a guarantee on the part of the County.

3.3.13 Federal Prevailing Wage Requirements for Phase One Work: For site maintenance performed through July 31, 2021, federal prevailing wage must be paid on this project since the County will be using federal grant funds. Current project wages shall be compliant with the Davis-Bacon Act (DBA) wage determinations for Missouri found at this website under “Missouri” and “Heavy” construction:

https://beta.sam.gov/wage-determination/MO20200036/3?index=wd&keywords=Missouri&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=3&inactive_filter_values=false

Current rates are in **Attachment Two** which shall be incorporated into the contract by reference.

3.3.14 No work conducted under the contract shall be considered an “improvement” or “construction” work in order to stay compliant with the terms and definitions of Missouri Prevailing Wage laws, rules and procedures. All work conducted under the contract shall only be considered maintenance of existing site flora.

3.3.15 OSHA Requirements: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery,

equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

- a. The contractor shall be familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of contractor on-site which meets the requirements of 292.675 RSMo. (See attached Compliance With OSHA form)
- b. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. (See attached Compliance With Prevailing Wage Law form)
- c. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.

3.3.16 Utilities and Overhead Power Lines Requirements:

- a. The contractor shall ascertain the presence and location of utilities within the work area. The contractor shall notify and coordinate with the utility that may be affected by the work.
- b. The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor shall

expressly waive any action for Contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 3.3.17 The County of Boone is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.
- 3.3.18 **Work Authorization Certification:** If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the contractor must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)
- 3.3.19 Upon award of the contract, the contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.
- 3.3.20 Since this project is partially funded through a federal grant, the grant terms specified in **Attachment Three: Missouri Department of Natural Resources Federal Financial Assistance Agreement General Terms and Conditions** shall be incorporated into the contract.
- 3.3.21 **Performance Bond and Labor and Materials Payment Bond:** If during the course of the contract term, the County determines that a project will exceed \$50,000, the contractor must furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, **and** payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.
- a. The contractor shall pay for and furnish, when applicable, within ten (10) calendar days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. The contractor shall provide and pay the cost of the Performance and Payment Bonds, on forms generally used by the County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of

Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, submit a complete, signed/authorized copy to Liz Palazzolo, Senior Buyer at lpalazzolo@boonecountymo.org.

- a. The proposals must be delivered no later than **2:00 P.M. on Monday, July 13, 2020**. Proposals will not be accepted after this date and time.

4.1.2. **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, contractor support, and if requested by the County, an assessment of sample(s).

4.5.2 In order to conduct an evaluation of proposals, the offeror is advised to complete the Offeror Response Page, all parts, and to return the completed pages with the offeror's proposal. Failure to provide information necessary to evaluate the offeror's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the offeror. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from another offeror, from the offeror's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 Evaluation of the Offeror's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.
- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
 - b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
 - c. Name other businesses or preferably any government agencies/municipalities for which the offeror has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
 - d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of

any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Offeror's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. OFFEROR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies of the offeror’s bid response plus one electronic copy on a USB memory strip or similar media in a single-sealed envelope, clearly marked on the outside, left corner with the offeror’s company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror’s/offeror’s company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and

conditions. The offeror must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 Cooperative Procurement: The offeror should indicate by checking “Yes” or “No” in the indicated space if the offeror will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

5.3 PRICING:

Site Maintenance Services: The offeror must price all line items. All pricing quoted shall be considered firm and fixed and apply during the original contract period. The County will not directly pay for travel time to and from the site.

Line Item	Federal Prevailing Wage As published at https://beta.sam.gov/wage-determination/MO20200036/3?index=wd&keywords=Missouri&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=3&inactive_filter_values=false	Non-Prevailing Wage – Pricing Quoted Here Will Be Used To Compute Renewal Pricing
5.3.1	Labor Straight Time: \$ _____ Per Hour Identify Job Classification(s) the above quoted wage applies to: _____ _____ _____	Labor Straight Time: \$ _____ Per Hour Identify Job Classification the above quoted wage applies to: _____ _____ _____
5.3.2	Labor Straight Time: \$ _____ Per Hour Identify Job Classification(s) the above quoted wage applies to: _____ _____ _____	Labor Straight Time: \$ _____ Per Hour Identify Job Classification the above quoted wage applies to: _____ _____ _____

5.3.3	Mark-Up to Replace Mulch	_____ %
5.3.4	Mark-Up to Replace Edging Material	_____ %
5.3.5	Mark-Up to Replace Native Plants	_____ %
5.3.6 ADDITIONAL EQUIPMENT Submit a schedule of equipment owned that may be required for service not contemplated in the quoted labor rate. The offeror shall include rates (billable hourly rate) for their use, and if a contract is awarded, under direction of an authorized County representative, the contractor shall perform said service and account for equipment from said schedule. Please attach schedule of equipment.		

5.4 Renewal Options:

The percentages quoted here will be applied to the pricing quoted above as Non-Prevailing Wage hourly pricing.

The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The offeror must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must have the right to execute the option **at the same price(s) proposed for the initial contract period.**

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial (i.e., the first) contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

5.4.1 Renewal Option Percentage Price Adjustment

1st Renewal Period: August 1, 2021 – July 31, 2022

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.4.2 Renewal Option Percentage Price Adjustment

2nd Renewal Period: August 1, 2022 – July 31, 2023

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.4.3 Renewal Option Percentage Price Adjustment

3rd Renewal Period: August 1, 2023 – July 31, 2024

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.4.4 Renewal Option Percentage Price Adjustment

4th Renewal Period: August 1, 2024 – July 31, 2025

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Offeror must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.5 Offeror's Experience and Reliability:

5.5.1. Company History: The offeror should describe briefly in the available space the company's background in performing site maintenance services as described herein, e.g., when the company was founded, how long the company has been serving the Missouri market, etc.:

5.5.2. Offeror's References: The offeror should provide reference contact information below regarding provision of site maintenance services similar to what is being offered to Boone County – please copy the format below if the offeror desires to submit more than two references:

- Reference 1:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

- Reference 2:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.6 Proposed Method of Performance and Contractor Support

5.6.1. Site Maintenance Plan

Describe below the offeror's **Site Maintenance Plan** for the Greater Bonne Femme Watershed Project:

If not addressed above, provide details about site maintenance tasks that will be performed, how often, etc.:

Describe the equipment, materials and supplies the offeror has to perform Scope of Work tasks:

5.6.2. Single Point of Contact:

Identify the person who will perform as the Single Point of Contact for the County regarding work to be performed under the contractor, and describe below how the offeror will perform as a single point of contact for the County regarding the work to be done:

Name and Title: _____

Phone #: _____

E-mail Address: _____

Hours of Availability: _____

Describe how the above-identified person will perform as the County's Single Point of Contact:

5.6.3. Direct or Subcontracted Work:

Address in the space provided if any of the site maintenance services will be done by the offeror's staff or if the offeror intends to use a subcontractor(s) to perform any services. If any subcontractors are to be used, then identify the subcontractor by name and location.

5.6.4. Warranty:

Address in the space provided the warranty terms and length on labor provided to conduct successful site maintenance:

5.6.5. Regular Work Hours/Days and Holidays:

Address in the space provided the offeror's regular work hours and days, and holidays:

SIGNATURE AND IDENTITY OF OFFEROR

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with binding intent to become the responsible and sole Contractor) the signing party is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that the signatory is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership () joint venture
() corporation, incorporated under laws of the state of _____

Dated _____, 20____
Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the County.

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

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

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

Item	Purchaser	Amount of Percent Contract Completed
-------------	------------------	---

3. General type of product sold and manufactured:

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

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

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

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

Yes _____

No _____

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and
says that person
signing this
statement is

(Title of Person Signing)

of _____
(Name of Offeror)

that all statements made and facts set out in the proposal for the above project are true and correct; and the offeror (person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that offeror is not financially interested in, or financially affiliated with, any other offeror for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

(The offeror should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Offeror Signature

Date

Boone County Purchasing

Liz Palazzolo - Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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 offeror 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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL OFFEROR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ____ 2. I do not have the above documents but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.
- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Offeror (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(Returned to County at the completion of project)

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

As Principal, hereinafter called Contractor, and

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound
unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of
_____ Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

**BOONE COUNTY, MISSOURI
16-13JUL20 –Site Maintenance for the Greater Bonne Femme Watershed Project**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully
perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage
requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation
thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed
Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon
determination by Owner and Surety of the lowest responsible offeror, arrange for a Contract between such offeror and
Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the
Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the
balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this
paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto,
less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment
under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein
or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____

Phone Number: _____

Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

_____ ,
as Principal, hereinafter called Contractor, and

_____ ,
a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with
Owner for

**BOONE COUNTY, MISSOURI
16-13JUL20 –Site Maintenance for the Greater Bonne Femme Watershed Project**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____ 20_____.

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)



"No Bid" Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE OFFEROR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE OFFEROR DOES NOT WANT TO SUBMIT A BID

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

Bid: RFP #16-13JUL20 – Site Maintenance Services for the Greater Bonne Femme Watershed Project

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

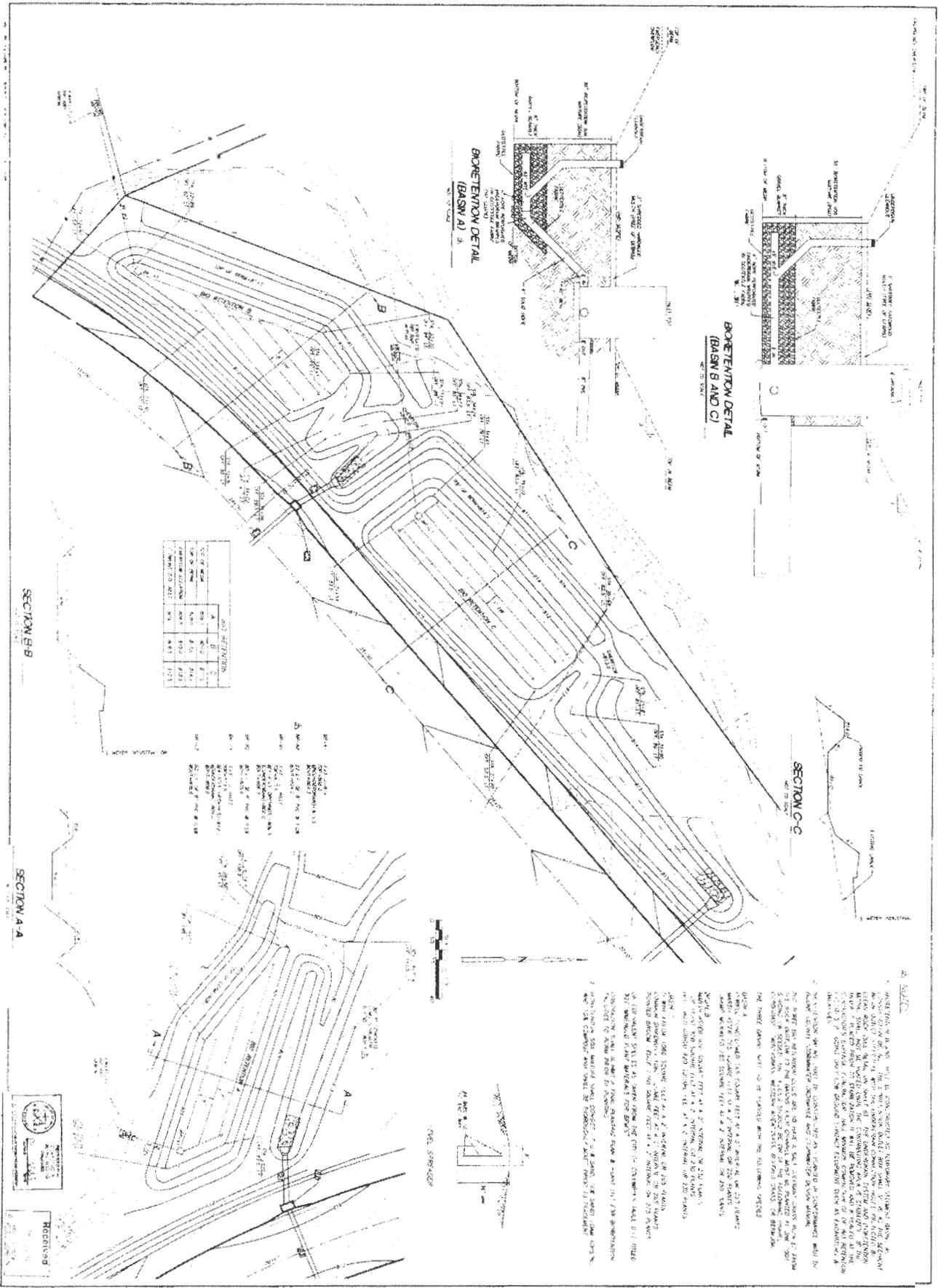
STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. Offerors 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of offeror, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Offeror responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Offeror from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other offerors.

15. 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. Federal regulations can be found at 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements and contract 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

End of Document



**BIO RETENTION BASINS
MEYER INDUSTRIAL DRIVE EXTENSION
CONCORDE SOUTH PLAT 2 & PONDEROSA SUBDIVISION PLAT 2
BOONVILLE, MISSOURI**



ALLSTATE CONSULTANTS
1111 W. MAIN ST., SUITE 100
BOONVILLE, MO 64601
(573) 825-8799

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Attachment Two – RFP 16-11JUL20

"General Decision Number: M020200036 05/29/2020

Superseded General Decision Number: M020190036

State: Missouri

Construction Type: Building

County: Boone County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/03/2020
2	05/08/2020
3	05/29/2020

ASBE0001-005 10/02/2017

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 38.70	23.17
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 BOIL0083-005 01/01/2017

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 36.56	28.11
------------------	----------	-------

 BRMO0011-002 03/01/2019

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 30.25	18.90
TILE SETTER.....	\$ 30.25	18.90

 CARP0010-009 05/01/2019

	Rates	Fringes
--	-------	---------

CARPENTER (Including Drywall Hanging, Form Work & Metal Stud Installation).....	\$ 26.57	17.77
---	----------	-------

 * ELEC0257-001 03/01/2020

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 34.00	18.68
------------------	----------	-------

 ENGI0513-002 05/01/2019

	Rates	Fringes
--	-------	---------

Power equipment operators:

Backhoe/Excavator.....	\$ 30.31	27.29
Bobcat/Skid Loader.....	\$ 30.31	27.29
Crane.....	\$ 30.31	27.29
Forklift.....	\$ 30.31	27.29
Grader/Blade.....	\$ 30.31	27.29
Loader.....	\$ 30.31	27.29
Paver.....	\$ 30.31	27.29
Roller.....	\$ 30.31	27.29

 IRON0396-005 08/07/2019

	Rates	Fringes
--	-------	---------

IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 30.44	27.36
--	----------	-------

LABO0955-006 03/01/2019

	Rates	Fringes
LABORER		
Asbestos Abatement from Floors, Walls & Ceilings....	\$ 25.01	13.49
Brick & Cement/Concrete Mason Tender.....	\$ 25.71	14.14
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 26.41	14.14

PAIN0002-004 04/01/2018

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.93	12.79
Drywall Finishing/Taping....	\$ 23.93	12.79

PAIN0513-002 11/01/2011

	Rates	Fringes
GLAZIER.....	\$ 27.35	17.17

PLAS0518-013 03/01/2020

	Rates	Fringes
PLASTERER.....	\$ 27.37	13.98

PLAS0518-014 03/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.92	13.93

PLUM0562-001 07/01/2019

	Rates	Fringes
PIPEFITTER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & over.....	\$ 41.85	27.85
Mechanical Contracts including all piping and		

temperature control work
 \$7.0 million & under.....\$ 40.41 21.49
 PLUMBER, Includes HVAC Pipe
 Installation
 Mechanical Contracts
 including all piping and
 temperature control work
 \$7.0 million & over.....\$ 41.85 27.85
 Mechanical Contracts
 including all piping and
 temperature control work
 \$7.0 million & under.....\$ 40.41 21.49

 ROOF0020-012 09/19/2019

	Rates	Fringes
ROOFER.....	\$ 30.80	16.99

 SFM00669-001 04/02/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.92	22.88

 SHEE0036-002 07/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 50.67	16.91

 SUM02010-035 06/14/2010

	Rates	Fringes
OPERATOR: Hoist.....	\$ 26.02	13.01
PAINTER: Spray.....	\$ 17.78	0.00

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment Three
RFP 16-13JUL20

Revised: 12/01/2015

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
- B. Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.
- C. Program Income.**
1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
 2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.
- E. **Financial Management Systems.** The financial management systems of the recipient must meet the following standards:
1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
 4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
 5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
 6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
 7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.
- F. **Reporting of Program Performance.** The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding

agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
 6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
 9. Extending the agreement past the original completion date requires approval of the MDNR.
- H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:
1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not

being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.

- b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

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coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
 - d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services

for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
 - 1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

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2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).
- In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The

recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.
1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
 2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.
- W. **Disputes.** The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.
- X. **Termination**
1. **Termination for Cause.** The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
 2. **Termination for Convenience.** Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. Financial assistance agreements are not transferable to any person or entity.
 4. MDNR and the recipient remain responsible for compliance with all closeout requirements.
- Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).
- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

- DD. Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):
1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
 2. A unique entity identifier of the entity receiving the financial assistance;
 3. A unique entity identifier of the parent entity of the recipient; and
 4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- EE. Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.
- FF. Competency.** The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

- A. Laws and regulations related to nondiscrimination:

Revised: 12/01/2015

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

- B. State and Federal Environmental Laws:
1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

Revised: 12/01/2015

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20²⁰

County of Boone

In the County Commission of said county, on the

11th

day of

August

20²⁰

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus equipment by auction on GovDeals or by destruction if not suitable for use.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Form.

Done this 11th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 06/04/2020

Fixed Asset Tag Number: None

Description of Asset: Weatherhead hydraulic fittings

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

JUN 08 2020

Other Information (Serial number, etc.): See attached PDF for list of parts

**BOONE COUNTY
AUDITOR**

Condition of Asset: New parts

Reason for Disposition: Newer equipment changed over to high pressure hose and fittings will not work on new hose.

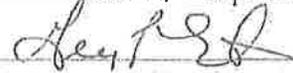
Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 2040-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Scaled Bids

_____ Other Explain _____

Commission Order Number 351-2020

Date Approved 8.11.20

Signature Daniel K. Atwill

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: August 3, 2020

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
2	NO TAG	HYDRAULIC FITTINGS	WEATHERHEAD	SHERIFF	NEW	

cc: Heather Acton, Jacob Flowers, Auditor's office
Surplus File

Dave Eagle

From: Greg Edington
Sent: Tuesday, November 26, 2019 11:44 AM
To: Dave Eagle
Cc: Heather Acton
Subject: Surplus fittings
Attachments: Weatherhead fitting disposal 2019.pdf; 2019 Fitting list.pdf

Dave:

About a year ago, Weatherhead stopped producing the type of hydraulic hose that we have been utilizing for years. We were able to trade about 50% of our stock for the fittings that fit the new hose but were left with a stockpile of old fittings (still in new shape). We have boxed up and palletized the surplus parts. The items are no longer manufactured.

Thanks,

Greg Edington, *Director*
Boone County Government, Missouri
Road & Bridge Department
5551 S Tom Bass Rd., Columbia MO 65201
Tel: 573-449-8515 Fax: 573-875-1602 gedington@boonecountymo.org
<http://www.showmeboone.com>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

11th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for CARES Funding for Public Health and Human Services (PHHS) Expansion of Public Health Activities between Boone County and the City of Columbia.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING PHHS Expansion of Public Health Activities

THIS AGREEMENT dated the 11th day of August, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **City of Columbia**, a political subdivision of the State of Missouri, hereinafter referred to as "**Columbia**" or "**City of Columbia**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, County is in the process of standing-up a web portal for the processing of applications and reimbursement requests for CARES funding but that process is not yet completed; and

WHEREAS, Columbia, by and through the City/County Public Health and Human Services Department (PHHS), is engaged in front-line contact tracing and other essential public health work to combat COVID-19 in our community; and

WHEREAS, County desires to support PHHS's efforts in approving a funding request to allow PHHS to hire and train additional staff to assist with contact tracing and other public health efforts in its continuing efforts to manage COVID-19 impacts on our community; and

WHEREAS, PHHS has submitted a funding proposal and supporting documentation showing financial needs of \$1,799,004.64; and

WHEREAS, County will make payments up to the not-to-exceed approved contract amounts on a reimbursement basis upon provision by Columbia of adequate documentation showing appropriately incurred expenses in furtherance of this agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation, including submission through the County's electronic portal when that portal is operational; and

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

1. ***US Treasury Department Guidance.*** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of July 8, 2020, is to be considered part of this formal contract and is incorporated as if fully set forth herein.
2. ***Contract Documents.*** This agreement shall consist of this Agreement for CARES funding, the Boone County federal funding certification dated April 29, 2020, and the funding application/proposal from **City of Columbia**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the attached documents, the terms, conditions, provisions, and requirements contained in this Agreement for CARES funding shall prevail and control.
3. ***Approved Funding / Contract Not-To-Exceed.*** County approves Columbia's funding application/proposal in an amount not-to-exceed \$1,799,004.64 for anticipated expenditures from August 1, 2020 through December 30, 2020.
4. ***Reimbursement Requests and Payment.*** Contract payments shall be made on a reimbursement basis upon the presentation of adequate documentation of Columbia's incurred expenditures to Boone County's Office of Emergency Management (OEM). City of Columbia will cooperate with County, by and through County's OEM, on the form, content, and the manner of, submitting documentation of expenditures to trigger a reimbursement under this Agreement.
5. ***Representations With Each Reimbursement Request.*** With each reimbursement request, City of Columbia will certify as follows:
 - a. The expenditures were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
 - b. Expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
 - c. The reimbursement request is not being used for expenditures for which City of Columbia received any other emergency COVID-19 supplemental funding for the same expense.
 - d. Any reimbursement that is later found to not adhere to applicable federal restrictions shall be returned to County.
 - e. The person signing the reimbursement request and certification has authority to do so on behalf of and for the City of Columbia.

6. **Other Funding Sources / Avoiding Duplication of Funding.** City of Columbia is expected to pursue possible COVID-19 funding from other sources. City of Columbia shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding in accordance with this provision. City of Columbia shall only request reimbursement for expenses not reimbursable by any other secured funding source. City of Columbia shall not invoice County for expenses invoiced to another funding source. City of Columbia shall provide documentation and assurance to County that requests for reimbursement from County is not a duplication of reimbursement from any other source of funding.

7. **Audits and Records Retention.** City of Columbia agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. **Modification or Amendment.** In the event City of Columbia requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. **Compliance with Laws.** In performing all services under the resulting contract agreement, City of Columbia shall comply with all applicable local, state, and federal laws.

10. **Discrimination.** City of Columbia will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** City of Columbia may enter into subcontracts for components of the contracted service as City of Columbia deems necessary within the terms of the contract. All such subcontracts require the written approval of County or its designated representative. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** City of Columbia agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. City of Columbia shall require each subcontractor to affirmatively state in its Agreement with the City of Columbia that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state

of Missouri. Provider shall also require each subcontractor to provide City of Columbia a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the City of Columbia agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the City of Columbia's services (meaning anyone, including but not limited to consultants having a contract with the City of Columbia or subcontractor for part of the services), or anyone directly or indirectly employed by the City of Columbia, or of anyone for whose acts the City of Columbia 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.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and City of Columbia.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for CARES funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.

July 13, 2020

Presiding Commissioner Dan Atwill
District I Commissioner Fred Parry
District II Commissioner Janet Thompson
801 E. Walnut St., Rm 333
Columbia, MO 65201-7732

Dear Commissioners:

Please accept this as a formal request for CARES Act funding to cover an expansion of public health activities performed by Columbia/Boone County Public Health and Human Services (PHHS).

Boone County received its first report of a positive case of COVID 19 on March 13, 2020. As you know, multiple Public Health Orders have been issued in an attempt to flatten the curve and decrease transmission of the virus that causes COVID 19. Those efforts were successful through the end of March and through April. On May 4, 2020, Public Health Orders began a slow re-opening of the local economy. Those Orders were expanded as we moved through May and June. With that expansion, we have unfortunately seen a substantial increase in COVID 19 cases.

Since our first case in March 2020, it took 55 days to reach 100 cases, followed by 26 days to reach 200 cases, followed by 14 days to reach 300 cases, then 8 days to reach 400 cases, four days to reach 500 cases, and finally, 3 days to reach 600 cases. The high rate of case increase has caused us to not be able to meet our disease investigation, contact tracing, health education, and data analysis goals during the pandemic.

In addition to what we've already seen in case growth, we believe we will see much larger growth in cases once students return to Boone County in August, and again 2-4 weeks after their return. This is based on a trend for the majority of Boone County cases to be under the 30 years of age (currently 59% of cases are under 30). Furthermore, 48% of cases are under the age of 25. Research shows that people in this age group are often asymptomatic, or their symptoms are so slight that they don't realize they have the virus early in their infectious period. Once the symptoms worsen and they test positive, we begin a contact tracing effort with them. At this point, we often find that the cases in this age group are not following social distancing guidelines. They are often socializing with 8-10 friends at a time and have not maintained six feet of distance, share drinks, hug, etc. leading to many of these friends becoming positive also. For these reasons, we expect this trend to continue when more students return to Columbia.

Our total personnel request is to hire 40, temporary full-time employees to meet our case investigation, contact tracing, health education, and data analysis needs. As you are aware, we have had to severely decrease our regular public health services, such as immunizations, STI exams, family planning, HIV testing, and food safety services to mount a response to the pandemic. With school quickly approaching, we must free up staff to provide back to school immunization services and with flu season around the corner, our existing nursing staff will be need to conduct our school-based and community influenza vaccination programs. We also continue to need to investigate other reportable communicable diseases in addition to COVID-19. Many of our employees have been working 6-7 days per week, and it is not sustainable.

The Centers for Disease Control and Prevention recommends 30 contact tracers per 100,000 population. Based on Boone County's population of approximately 180,000, we should have 54 disease investigators/contact tracers using this model. Currently, we have 24 people doing contact tracing and 14 people doing case investigations (this involves speaking with actual positive cases to determine, among other things, their close contacts). It is important to understand that the employees currently completing this work cannot dedicate 100% of their time to these efforts, so while it may look like we have 38 people working on case investigation and contact tracing efforts, we don't have 38 people working 100% of their time on these efforts. As a result, we are requesting funds to support 32 temporary full-time positions for 37 weeks to help meet our current case investigation and contact tracing goals and handle the expected increases in cases as we move into the fall and winter. These positions include 12 Disease Investigators, 15 Contact Tracers, 3 Contact Tracer Team Leads and 2 Communicable Disease Specialists. Given that the 38 people we have can't dedicate 100% of their time to contact tracing efforts, we believe that even with this request, we will still be short of the 54 contact tracers recommended by CDC.

Disease Investigators will make initial contact with positive cases within 24 hours of us receiving the positive lab report. They will discuss symptoms, sources of exposure, close contacts, and isolation requirements with each case. Contact Tracers will communicate with each person identified as a close contact to a known case within 24 hours of the close contact being identified. They will provide information on quarantine and COVID 19 testing recommendations. The 3 Contact Tracer Leads will handle overall coordination of Contact Tracers including scheduling, assuring Contact Tracers are properly trained and have appropriate resources as needed, and they will be doing some contact tracing, themselves. The 2 Communicable Disease Specialists will be responsible for verifying laboratory reports, conducting case investigations, liaising with disease reporters, and assisting in epidemiological analysis.

We are also requesting funding for 2 Health Educators. They will be responsible for assuring the public at large and businesses are appropriately educated on efforts to limit the spread of COVID 19. This includes developing social media and other electronic resources that can be used to raise awareness of COVID 19 prevention strategies. This group will also be public health's primary communicators with the business and education community on guidance they can use to assure their businesses are compliant with current Orders and ordinances. This group is also responsible for responding to the e-mails and phone calls from the public.

Lastly, we are requesting 2 Data Analysts and 3 Data Entry positions. The Data Entry positions will be responsible for extracting data from multiple case investigation and contact tracing documents and entering that data in spreadsheets used to conduct epidemiological analysis. This includes demographic, symptomology, symptom onset dates, isolation and quarantine periods, sources of exposure, etc. on each case and contact. The 2 Data Analysts will be responsible for conducting analysis necessary to produce daily reports used to characterize the pandemic in Boone County, along with assuring the Boone County Information Hub is updated daily. These analysts will also work on producing more in-depth analysis of the data so we can better understand particular groups or populations where education and awareness efforts should be focused.

City of Columbia temporary employees who work 30 or more hours per week are offered health insurance, thus that cost has been added to the attached budget, along with social security costs, and costs for computers. Please see the attached job descriptions for each of the positions mentioned in this proposal.

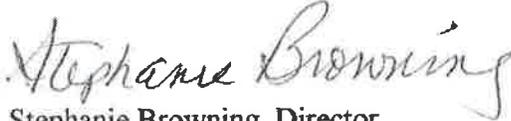
We have also included a request for funding for testing. Boone County's healthcare systems have established drive-through testing sites which have provided a much-needed testing source. Unfortunately, these systems have ended up covering the costs of many uninsured people who were tested. They have started to look to PHHS to help cover the testing needs of these individuals. Thus the attached budget includes a request for \$399,600 to cover testing costs for the uninsured. This amount was calculated using a cost of \$150 per sample, 12 samples/day for 24 weeks, with the sampling sites operating 6 days per week. The 12 samples/day was calculated by first determining the average number of specimens collected from Boone County citizens each day from June 15, 2020 through July 8, 2020 to be 136. Data from the 2018 Community Health Assessment indicates approximately 8% of Boone County's population is uninsured. Applying this percentage to the 136 average specimens per day leads to 11 specimens per day from the uninsured population. The 8% uninsured figure does not account for the economic impact of the pandemic, so we have added one additional uninsured person to the daily testing count to arrive at 12 per day.

Please see the attached Budget Detail for our total request.

Last week, the Missouri Department of Health and Senior Services released a CARES Act Funding Toolkit for Local Governments. This toolkit specifically states that funding COVID 19 costs of local public health agencies is an appropriate use of CARE Act funds. It goes on to state that these funds can be used for contact tracing and testing capacity. Thus, we feel our request is well within the guidelines set out in the toolkit, and thus are eligible expenses under the CARES Act. You can be assured that we will diligently track all expenditures related to this request and will do everything in our power to maximize this funding. We are good stewards with our resources, and as you may recall, we previously returned funding to the Boone County Community Health fund when we realized that an access to health care pilot project was not going to be successful.

We appreciate your consideration of this request and ask that you expedite your review as cases are increasing at an alarming rate in Boone County and we expect even more spikes once the students return next month. We look forward to discussing this proposal with you. As always, thank you for your continued support of our department.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Browning".

Stephanie Browning, Director
Columbia/Boone County Public Health and
Human Services

SB/sac
cc: John Glascock, City Manager
Attachments

**Columbia/Boone County Public Health and Human Services CARES Act Proposal to Boone
County Commission (August 1, 2020 - December 30, 2020)**

Detailed Budget

Description	# of positions	Hourly Rate	# of hours per week	# of weeks	Total
Disease Investigators (Temp job category 002 - Professionals) (rate includes the employee providing their own phone, and work space)	12	\$25.83	40	22	\$272,764.80
Contact Tracer Team Leads (Temp job category 005 - Para-Professionals) (rate includes the employee providing their own phone, and work space)	3	\$22.00	40	22	\$58,080.00
Contact Tracers (Temp job category 005 - Para-Professionals) (rate includes the employee providing their own phone, and work space)	15	\$17.00	40	22	\$224,400.00
Health Educators (Temp job category 002 - Professionals) (will house those staff at the office)	3	\$19.21	40	22	\$50,722.32
Data analyst (Temp job category 002 Professionals) (position should be able to use an existing desk, phone, docking station, etc. if they need to be in the office, otherwise work from home)	2	\$25.00	40	22	\$44,000.00
Data extraction/entry positions (Temp job category 003 - Technicians) (should be able to use an existing desk, phone, docking station, etc. if they need to be in the office, otherwise work from home)	3	\$17.00	40	22	\$44,880.00
Communicable Disease Specialist (Temp job category 002 - Professionals) (can house in our offices)	2	\$19.21	40	22	\$33,814.88
Social Security (7.65%)					\$728,662.00
Health Insurance (\$3,865 per positior calculated by extrapolating an annual rate of \$9,135/per positior to 22 weeks)					\$55,742.64
Computers (40 computers at \$1,250 each)					\$154,600.00
Total Temp Personnel Request					\$50,000.00

Number of	# of		Cost per
specimens/day	days/week	# of weeks	specimen

Specimen testing costs (\$150 per sample, 12 samples/day, 24 weeks, 6 days/week - Average number of Boone County specimens for 6/15/2020 - 7/8/2020 is 136. We expect the amount of testing to increase as we move into Fall due to more disease transmission as a result of students returning to Columbia. As a result, we are estimating 50 tests p day for uninsured individuals.

50	6	18	\$150.00	\$810,000.00
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Total Proposal Request

\$1,799,004.64

Job Descriptions

Position Title: Disease Investigator

Pay Rate: \$25.83 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Employee will work remotely and must provide their own work space, internet access, and phone. Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Performs epidemiological work in the investigation, analysis, prevention and control of COVID-19.

Essential Job Functions:

- Conducts interviews of cases and others to ascertain disease incidence and/or prevalence and identifying/collecting information on close contacts of cases.
- Thoroughly records outcomes of case investigations on provided electronic forms.
- Identifies close contacts of cases.
- Educates cases on the isolation and quarantine requirements and their importance in preventing the spread of disease.
- Uses independent judgement in determining source of exposure, as well as isolation and quarantine periods, following prescribed guidance.
- Informs supervisor if concerns arise while working with a client.
- Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.
- Maintain daily communication with supervisor on activities and tasks.
- Presents a courteous and helpful demeanor to all contacts.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A Bachelor's Degree from an accredited four-year college or university in a health-related field such as chronic disease, communicable disease, human nutrition, injury control, environmental epidemiology, or infection control.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Ability to relate to diverse populations.

Physical Abilities: While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised: None

Position Title: Contact Tracer Team Lead

Pay Rate: \$22.00 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Employee will work remotely and must provide their own work space, internet access, and phone. Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Guides and oversees a team of COVID-19 contact tracers

Essential Job Functions:

- Assures contact tracers have all necessary equipment and resources to efficiently and thoroughly conduct contact tracing.
- Sets schedule for contact tracers.
- Assures contact tracers are thoroughly trained on conducting contact tracing, including appropriate communication with contacts, understanding quarantine requirements, assuring online contact tracing training is successfully completed, access to all online resources, and training on using online resources.
- Acts as a bridge between contact tracers and disease investigators.
- Tracks workflow in REDcap.
- Conducts contact tracing as time allows.
- Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.
- Maintain daily communication with supervisor on activities and tasks.
- Presents a courteous and helpful demeanor to all contacts.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A High School diploma or GED is required. College or graduate level public health academic training preferred.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Ability to relate to diverse populations.

Physical Abilities: While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised: None

Position Title: Contact Tracer

Pay Rate: \$17.00 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Employee will work remotely and must provide their own work space, internet access, and phone. Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Communicates with close contacts of COVID 19 cases to document symptoms and provide quarantine instructions.

Essential Job Functions: Uses a web-based surveillance system to call all contacts of anyone diagnosed with COVID -19

During calls, document symptoms, refer for testing as necessary, and provide contacts with quarantine instructions.

Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.

Maintain daily communication with supervisor on activities and tasks.

Presents a courteous and helpful demeanor to all contacts.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A High School diploma or GED is required. College or graduate level public health academic training preferred.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Ability to relate to diverse populations.

Physical Abilities:

While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised:

None

Position Title: Communicable Disease Specialist

Pay Rate: \$19.21 per hour

Special Requirements: Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Oversee surveillance and investigation of reportable communicable diseases within the county.

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Essential Job Functions: Monitor disease case reports received by the Department of Public Health and Human Services. Initiate appropriate investigation and case follow up.

Coordinate with other departments as necessary for disease investigations.

Interpret lab results and notify appropriate staff of results.

Complete reports of disease investigation and database updates

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A four-year degree in Biological Sciences, medical Technology, Public Health or a related field with 3 years related experience.

Knowledge, Skills, Abilities: Knowledge of communicable diseases, including their modes of transmission, prevention and treatment.

Ability to develop and maintain effective working relationships with other employees, clients, representatives of other governmental agencies, and the general public.

Ability to relate to diverse populations, including persons with communicable diseases.

Ability to manage multiple projects and stay organized.

Skills to communicate effectively orally and in writing.

Ability to prepare reports, maintain records and adapt records systems for computerization.

Ability to analyze case reports, lab reports and samples.

Knowledge of general office computer systems, and records databases.

Physical Abilities:

Frequently required to sit, talk and hear.

Must have ability to identify and distinguish colors, have clarity of vision at 20 inches or less.

Must be able to concentrate and focus attention.

Must be able to lift up to 10 pounds.

Regular attendance is a necessary and essential function.

Supervision Exercised:

None

Position Title: COVID 19 Health Educator

Pay Rate: \$19.21 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Works with a team of other health educators to provide COVID 19 related information to the public and business community.

Essential Job Functions:

- Develop web-based and other electronic resources to educate the general public and businesses about the requirements of Orders and ordinance involving COVID 19.
- Develop web-based and other electronic resources to educate the general public and businesses about COVID 19 in general, including symptoms, prevention, data trends, etc.
- Work with a team of health educators to assure consistency in the communications with the general public and businesses.
- Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.
- Maintain daily communication with supervisor on activities and tasks.
- Presents a courteous and helpful demeanor.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A Bachelor's Degree from an accredited four-year college or university with an emphasis in health education, health statistics, biostatistics, or epidemiology.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Ability to relate to diverse populations.

Physical Abilities:

While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised:

None

Position Title: COVID 19 Data Analyst

Pay Rate: \$25.00 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Employee will work remotely and must provide their own work space, internet access, and phone. Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Works with a team of data analysts and data entry operators to analyze various COVID 19 data in an effort to accurately characterize the spread and epidemiology of COVID 19.

Essential Job Functions:

- Uses software to provide routine and special analysis of COVID 19 case data.
- Conduct daily data analysis by a daily deadline. Assure results of analysis are entered into spreadsheets for daily update of website by daily deadline.
- Assist lead data analyst in determining special data analysis needed to investigate trends in data.
- Assist lead data analyst in designing special data analysis protocols.
- Prepare data analysis/epidemiological reports on COVID 19 data analysis.
- Work as part of a team to assure consistency in COVID 19 data analysis and to identify opportunities for quality improvement in data analysis.
- Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.
- Maintain daily communication with supervisor on activities and tasks.
- Presents a courteous and helpful demeanor.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: A Bachelor's Degree from an accredited four-year college or university with an emphasis in health statistics, biostatistics, or epidemiology. Master's Degree preferred.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Skilled in using analytical software such as Excel and SPSS.

Ability to relate to diverse populations.

Physical Abilities: While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised: None

Position Title: COVID 19 Data Entry Specialist

Pay Rate: \$17.00 per hour

Length of Position: This is a temporary position at 40 hours per week for up to 37 weeks.

Special Requirements: Employee will work remotely and must provide their own work space, internet access, and phone. Work hours will include a combination of normal work hours of Monday-Friday 8:00 a.m. – 5:00 p.m., as well work hours outside the normal hours including weekends.

Job Description Summary: Extract appropriate data from case investigation and contact tracing forms/data bases and enter data in spreadsheets and other electronic platforms.

Essential Job Functions:

- Review electronic case investigation files and contact tracing database to extract certain data points.
- Enter data in spreadsheets and other electronic platforms.
- Work as part of a team to assure consistency in COVID 19 data analysis and to identify opportunities for quality improvement in data analysis.
- Maintains strict confidentiality, adheres to all HIPAA guidelines/regulations.
- Maintain daily communication with supervisor on activities and tasks.
- Presents a courteous and helpful demeanor.

Ancillary Job Functions: Perform other related duties as assigned.

Education and Experience: High School diploma required.

Knowledge, Skills, Abilities: A track record of excellent communication, customer service, computer, and strong attention to detail skills is required, including the ability to interact professionally and with culturally diverse individuals.

Skilled in using analytical software such as Excel.

Ability to relate to diverse populations.

Physical Abilities:

While performing the duties of this job, the employee is frequently required to sit, talk, hear and use hands to perform office work.

Occasional need to stand, walk, stoop, bend, kneel or crouch.

Specific vision abilities required by this job include close vision and color vision.

Supervision Exercised:

None

FEDERAL FUNDING CERTIFICATION

I, Daniel K. Atwill, am the chief executive of Boone County, Missouri, and I certify that:

1. I have the authority on behalf of Boone County, Missouri to request direct payment from the State of Missouri pursuant to Section 14.435 of SS SCS HCS HB 2014, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand that the State of Missouri will rely on this certification as a material representation in making a direct payment to Boone County, Missouri.
3. Boone County, Missouri's proposed uses of the funds provided as direct payment under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Boone County, Missouri; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. Funds provided as direct payment from the State of Missouri pursuant to this certification for necessary expenditures that were incurred during the period that begins on March 1, 2020, and ending on December 30, 2020, that are not expended on those necessary expenditures on or before March 31, 2021, by the political subdivision or its grantee(s), must be returned to the State of Missouri on or before April 1, 2021.
5. Funds provided as a direct payment from the State of Missouri pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Missouri.
6. Any local government entity receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to the State of Missouri upon request.
7. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. Funds received pursuant to this certification cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

9. A county or city not within a county may use funds received pursuant to this certification to make a grant to any other political subdivision within its jurisdiction. Such a grant shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county or city within a county issuing the grant is responsible for the documentation requirements in section 6 of this certification.

I certify under the penalties of perjury set forth in Section 575.040, RSMo, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Daniel K. Atwill

Signature: 

Title: Presiding Commissioner, Boone County, Missouri

Date: April 29, 2020

Subscribed and sworn to before me this ____ day of _____, 2020.

Notary Public

My commission expires _____.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} en.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

11th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to increase revenue and expenditures for the Juvenile Justice Assistance Program (JJAP) Grant for the period of 7/1/20 through 12/31/20.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Court Services Grant	State Reimbursement		10,000
1243	71100	Court Services Grant	Outside Services		3,446
1243	71101	Court Services Grant	Professional Services		2,579
1243	71600	Court Services Grant	Equipment Lease & Meter Charge		3,975
					20,000

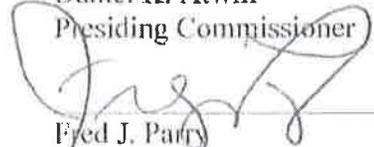
Done this 11th day of August 2020.

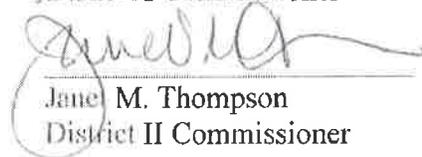
ATTEST:


Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Jane M. Thompson
District II Commissioner



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	Award Amount
July 1, 2020	
Contract Period	\$ 10,000.00
July 1, 2020 through June 30, 2021	

Juvenile Justice Program Assistance

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 20-00632-12	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, MO 65201	Angie Bezoni Chief Juvenile Officer/Supervisor Thirteenth Judicial Circuit 705 East Walnut Street Columbia, MO 65201	Lexi Haase 573-522-6091
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

The Family Court Committee has approved funding for the Alternatives to Detention Program for FY21.

Requested Funding: \$22,797.36 Awarded Funding: \$10,000.00

Please Sign, Date and Return to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480
e-mail: osca.contracts@courts.mo.gov
Fax: 573-522-6152

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
Printed Name	Date	Printed Name	Title
Mary Eppins	7/10/20	Earl Kraus	Deputy State Courts Administrator
Presiding Judge Signature		Date	Date
		7/10/20	7/1/2020
Printed Name	Date		
Kevin Crane	7/10/20		



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

July 1, 2020

The Honorable Kevin Crane
Presiding Judge
Thirteenth Judicial Circuit
705 East Walnut Street
Columbia, MO 65201

Dear Judge Crane:

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The Thirteenth Judicial Circuit has been awarded \$10,000.00 for the Alternatives to Detention Program for FY21 under contract OSCA 20-00632-12.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract."

Additional language OSCA utilizes in contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save and hold

The Honorable Kevin Crane
July 1, 2020
Page 2

harmless and/or indemnify the contractor against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the contract.”

In light of these provisions, your budget narrative is being revised to state the court will contract for personnel services and electronic monitoring services.

The following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached as indicated below:

Lexi Haase Program Administration
lexi.haaser@courts.mo.gov – 573-522-6901

Shelly Peters, Fiscal Matters (invoicing/reimbursements)
shelly.peters@courts.mo.gov – 573-522-2751

Russell Rottmann, Contractual Matters
russell.rottman@courts.mo.gov – 573-522-6766

Congratulations on your award.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

EK/rr

Enclosures:
Juvenile Justice Program Assistance Contract Award



STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL

RFP NO: OSCA 20-00632
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: January 2, 2020

CONTACT: Russell Rottmann
PHONE NO: 573-522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4 p.m., January 31, 2020

RETURN PROPOSAL EITHER VIA E-MAIL, USPS or COURIER SERVICE:

(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, Mo 65110 - 4480

(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2020 through June 30, 2021

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE 	DATE 1/27/2020
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
COURT 13th Judicial Circuit Court	
MAILING ADDRESS 705 E. Walnut	
CITY, STATE, ZIP Columbia MO 65201	
CONTACT PERSON Angie Bezoni	TITLE Deputy Juvenile Officer III/Supervisor
PHONE NUMBER 573-886-4215	E-MAIL ADDRESS Angie.Bezoni@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		Alternatives to Detention
Requested: \$22,797.36		Approved: \$10,000.00
CONTRACT NO. OSCA 20-00632-12	CONTRACT PERIOD July 1, 2020 through June 30, 2021	
CONTRACTS SECTION 	DATE 7/7/2020	DEPUTY STATE COURTS ADMINISTRATOR

**Juvenile Justice Program Assistance Funding Proposal-FY20-21
13th Judicial Circuit Family Court-Juvenile Division**

Name & Brief Description of Proposed Program:

Supervision:

Evening Reporting Center Program

The ERC operates Monday through Friday from 3:30 p.m. until 7:30 p.m., and provides both supervision and a variety of programming to youth conducive towards pro-social learning and behaviors. The ERC is used for various reasons: 1) to transition juveniles leaving detention back into the community; 2) as a sanction for not complying with conditions of informal or formal supervision; 3) as an alternative to detention; or 4) as a condition of release from detention pending Court action. Moral Reconciliation Therapy is offered to youth two days a week, which helps youth learn pro-social thought patterns to replace anti-social thought patterns. We have also partnered in the past and present with the Boys and Girls Club; Reality House Programs, Incorporated; Compass Healthcare, Incorporated; the Youth Empowerment Zone; True North; Daniel Boone Regional Library; and a variety of other community agencies to provide quality programming for the youth. The Evening Reporting Center originally began operating in 2010 in partnership with the Intersection Youth Facility where it operated with Intersection staff until 2012. In October of 2012, the Juvenile Office began fully operating the Evening Reporting Center with its own staff in the Alternative Sentencing Building, which is owned by Boone County.

In-Home Monitoring Services (GPS and Cellular)

The Juvenile Division staff has used In-Home Detention for over a decade as an intervention for youth. We originally began using Voice Verification services and Electronic Monitoring through a home telephone line as provided by Behavioral Interventions, Incorporated; but we now use cellular and Global Positioning Satellite technology for tracking purposes which, incorporate the use of an ankle transmitter fitted to the juvenile's leg to monitor the juvenile's location twenty-four hours a day while allowing the juvenile to remain in the community.

Treatment:

Crisis Intervention Services (CIS, previously titled as Intensive Crisis Intervention Services)

This program, which began in 2012, aims to address youth in custody who are encountering domestic issues within the home or problematic behaviors in the school setting. A licensed therapist meets with the family in the home intensively for a two week period to identify issues and formulate a plan of strategies and services to help the family. A written report is completed and given to the Juvenile Officer and the family.

Geographic Area & Need for the Program:

The 13th Judicial Circuit is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are home to a varying number of minority

populations, including Asian, Native American, Hispanic, African American, and Multi-Racial, in addition to the Caucasian population. Population growth and prospects for additional growth are placing increasing demands on county government. Data for 2018 shows Boone County with a population of 180,005, and Callaway County with a population of 44,889.

According to information posted on the Juvenile Detention Alternatives Initiative (JDAI) Help Desk website (www.jdaihelpdesk.org), studies conducted on the juvenile justice system across the United States found the system to be “arbitrary, discriminatory, and ineffective”. Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990s, two out of every three youth who were detained went to detention centers which were overcrowded and which could not provide the programs and services mandated by law. Less than one-third of the youth were in detention for violent offenses and in 1995, two-thirds of the youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.

In 2019, there were a total of 189 13th Circuit youth admitted to detention producing an average daily population of 7.0 and an average length of stay in detention of 13.6 days. This is an increase from 2018. The number of youth held for felony person and misdemeanor person make up the largest number of youth in detention. The 13th Circuit has historically used the Missouri Juvenile Detention Assessment instrument to score every juvenile in custody. The 13th Circuit also has a very low over-ride rate, which indicates youth who are being detained are a risk to the community.

In addition to reviewing the 13th Circuit’s assessment tools for detention, in 2011, the 13th Circuit developed a Disproportionate Minority Contact Committee to look at racial disparity in the juvenile justice system through technical assistance from the Annie E. Casey Foundation, Missouri Juvenile Justice Association, and Office of State Courts Administrator. In 2008, a study was conducted by the Office of State Courts Administrator in conjunction with the Missouri Juvenile Justice Advisory Group, Missouri Department of Public Safety, and the Missouri Juvenile Justice Association. The study found that Boone County had a relative rate index (RRI) of 7.7 for African American youth referred to the juvenile justice system. According to this report, the relative rate index measures the over or under representation of minorities at certain contact points in the juvenile justice system.

In 2008, this relative rate index shows that African American youth were referred to the juvenile justice system in Boone County 7.7 times more than their Caucasian counterparts which can lead to over representation of youth of color in juvenile detention facilities. According to a Disproportionate Minority Contact data analysis report for Boone County, Boone County’s RRI was 5.9 in 2018. Although our RRI percentage has decreased since 2008, the 13th Circuit continues to strive to reach the statewide RRI of 2.8.

According to experts in the field of Juvenile Justice, professional standards suggest secure detention should be used to make sure the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in court. Prior to January 1, 2010, in the 13th Circuit, the decision to detain youth was at the discretion of fourteen different deputy juvenile officers, leaving the decision to detain or not to be highly subjective. At that time, the 13th Circuit had guidelines to follow when making a decision to detain, however the reason to detain was based generally on criteria such as the offense committed, how cooperative the youth/parents were, whether or not they had a suitable adult to supervise them, and the need to hold youth accountable for their actions. All these factors could be influenced by the youth’s attitude, pressure from law enforcement to

authorize detention, the deputy juvenile officer's frustration in not knowing what else to do with the youth, as well as the responsibility to public safety.

On January 1, 2010, the 13th Circuit Juvenile Division began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom the juvenile office had in-person contact with. In 2012, the Missouri Juvenile Detention Assessment was implemented for all youth presented by law enforcement. The table below shows how many youth scored within each of the three risk levels on the form for the years 2016 to 2019.

13th Circuit JDTAs Administered 2016-2019

Year	High	Medium	Low	Total for Year
2016	123	129	491	743
2017	98	128	429	655
2018	107	93	323	523
2019	113	100	460	673

In 2019, there were thirty-three overrides of the JDTA instrument. This amounted to a total override rate of 4.9%. This percentage decreased from 2019, when our total override rate was 7.8%. JDAI focuses on the rate of those youth eligible for release or release with a detention alternative who were placed in detention. In 2019, our override to detention rate was approximately 2.4%. This rate was lower than our projected goal of 10%. Our override rate continues to remain well below our projected goal and the maximum-recommended override rate. The use of the JDTA has greatly improved our process of determining which youth are appropriate for detention. In using the JDTA form, it has helped create an objective decision making process for all youth.

While the court has strived to work on creating and maintaining alternatives to detention, one major obstacle is funding. The circuit began providing GPS and Cell Unit Monitoring for in-home detention in March 2011, but found that this alternative was cost prohibitive for families. The court used Title II funds to help families who were determined indigent by the Court; however, this funding ended on September 30, 2012. OSCA began funding Crisis Intervention Services, Shelter Care, some Evening Reporting Center services, and In-Home Detention in July 2013, through the Juvenile Alternatives to Detention Program Grant. Starting in July 2014, these programs were funded through the Juvenile Justice Program Assistance Grant which continues to the present. For fiscal year 2018, we ceased use of Shelter Care, due to under-utilization of the program and due to a decrease in funding. We still utilize CIS, ERC, and In-Home Detention.

Funds are being requested to continue to pay for the use of GPS and cell units for electronic monitoring for all youth placed on In-Home Detention through cell and GPS units as an alternative to detention and a sanction.

In terms of funding requested for the Evening Reporting Center, the major cost is the Moral Reconciliation Therapy ("MRT"). The circuit has an agreement with Reality House Programs, Incorporated, which provides a licensed therapist to facilitate MRT to the youth participating in the Evening Reporting Center at a cost of \$35.80 per unit, for two days a week. A unit is equivalent to one hour. MRT requires the use of workbooks, for which funding is needed at \$25.00 per book. MRT was originally covered through a diversionary grant through the Missouri Division of Youth Services; however, funding was depleted at the end of December 2014, and a Juvenile Justice Program Assistance Grant Amendment was submitted to allow it to be covered

starting in January 2015 through the end of June 2015. This continues to be funded through the Juvenile Justice Program Assistance Grant.

In 2011, the Crisis Intervention Services program was developed to address situations involving youth in custody by law enforcement for domestic-related status offenses or law violations as well as disruptive school behavior. The therapist makes recommendations for additional services for the families and a final meeting is held with the family, therapist, and Juvenile Office representative to ascertain the success of the program. The therapist who provides the Crisis Intervention Services has assisted families in scheduling therapy services for families, she has provided referrals for substance abuse assessments, and has assisted families in finding pro-social activities, both in the community and at the schools. In addition a stakeholder survey is completed by the family at the completion of the program. The therapist is then reimbursed at a rate of \$625 per family served. These services were funded through the Annie E. Casey Foundation until 2012, when juvenile diversion funds were received through OSCA which helped the 13th Circuit continue to fund these services and now have been funded through the Juvenile Justice Program Assistance Grant since July 2014.

The 13th Circuit would like to continue to offer Crisis Intervention Services, a detention alternative which addresses the immediate crisis needs facing youth age 8-16, who are in custody with law enforcement for domestic-related status or law violation offenses as well as for disruptive school behavior. CIS can also be used as a sanction for youth under supervision who are experiencing disruptive behavior in school or domestic issues in the home who may not be in the custody of law enforcement, but need a more immediate response to their current issues. CIS can also be used for youth whose parents have referred them to the Juvenile Officer.

The 13th Circuit used these alternatives to detention frequently as a sanction for youth in 2019 who are already under the jurisdiction of the court as a means to address dangerous or problematic behaviors in lieu of placement at the Robert L. Perry Juvenile Justice Center for detention or evaluation. Currently, the circuit regularly uses both cell and GPS In-Home Detention as well as the Evening Reporting Center as sanctions for violations of a juvenile's supervision, which overall have been very successful in addressing problematic behaviors in lieu of detention. Also several youth who have scored a release on the Missouri Juvenile Detention Assessment, but had a supervisory approved override up, were assigned to the CIS program when a simple release back to the family was not seen as suitable by the Deputy Juvenile Officer, parent, and the youth, and more intervention was needed.

In 2011, the 13th Circuit researched and worked to establish a uniform sanctions grid to respond to technical probation violations. With the creation of the sanctions grid, the Evening Reporting Center and In-Home Detention are used to respond to serious and persistent technical probation violations such as persistent school problems, youth who run away from home for extended periods of time, and youth who fail to report to see their Deputy Juvenile Officer as directed on multiple, consecutive occasions. Multiple youth who had been detained at the Robert L. Perry Juvenile Justice Center were released at the detention hearings pre-adjudication to participate in several alternatives to detention such as CIS, ERC, and In-Home Detention once it was determined that further detention was not needed pending adjudication and disposition. Furthermore, several youth were released from the Robert L. Perry Juvenile Justice Center post-adjudication, pre-disposition, which were being evaluated on the program side of the Robert L. Perry Juvenile Justice Center. This allowed further evaluation of the youth in the community while participating in the Evening Reporting Center or In-Home Detention as a step down to a less secure environment, but with some restriction of movement and services in place.

Several youth have also participated in the Evening Reporting Center and In-Home Detention post-adjudication and post-disposition as a supervision sanction when it was determined that some problematic behaviors persisted that needed further restriction and monitoring, but did not rise to the level of detention or placement at the Robert L. Perry Juvenile Justice Center.

Target Population & Selection Process:

The 13th Circuit began participating in JDAI in October of 2009. It was not until January 1, 2010, that the 13th Circuit officially began using the Juvenile Detention Assessment (JDTA) to screen referrals to detention. Shortly thereafter, other JDAI core strategies were being researched and implemented in our circuit in efforts to reduce the unnecessary use of detention in the 13th Circuit and develop alternatives to detention for youth in the community.

A primary tool used by the Juvenile Division in delinquency and status offense cases is the Risk and Needs Assessment Form. A risk assessment is completed on juveniles at the point of intake and helps guide decision-making regarding disposition as well as an appropriate level of supervision. A risk/needs assessment is completed on all youth who receive a referral for status and delinquency offenses. Some of the information gathered for risk and needs is based on self-reporting information provided by parents and children as well as information gleaned from the juvenile's file. Each youth has a risk and needs level assigned which is also used in determining whether to use the Evening Reporting Center, In Home Detention, Crisis Intervention Services, or Shelter Care as a possible sanction to addresses referrals or inappropriate behaviors reported to the Juvenile Officer. A sanctions grid is employed by the 13th Judicial Family Court-Juvenile Division in determining the correct sanction for youth.

Our target population is any youth who is presented to the Juvenile Officer in custody by law enforcement, and who is subsequently assigned a score on the Missouri Juvenile Detention Assessment Form as well as any youth under Informal or Formal Supervision who has had violations of supervision and require an increased response to these violations according to the risk/needs assessment and graduated sanctions matrix.

Service Provider:

The 13th Circuit has been fortunate in that those agencies or individuals providing services for us have remained relatively stable over the past several years.

CIS: We continue to partner with Sarah Gray, M.Ed, LPC. Ms. Gray has been providing CIS services for us since 2011. She has a Masters in Educational Psychology and is a Licensed Professional Counselor in the state of Missouri, having practiced therapy for over ten years. Previously, Ms. Gray worked in the office of Dr. Jackie Ellis at Ellis and Associates. In 2019, Dr. Ellis retired, and Ms. Gray is now practicing independently. Ms. Gray has been very consistent in her services.

GPS/Cell Monitoring: The 13th Circuit continues to partner with Behavioral Interventions, Incorporated for all of our In Home Detention Monitoring needs for well over a decade and we continue to receive consistent and innovative monitoring services from this business agency. For further information regarding their services, please review their website at www.bi.com.

Evening Reporting Center: Reality House Programs, Incorporated continues to provide us with Moral Reconciliation Therapy at our Evening Reporting Center. Blair Campier is a certified provider

of both adult and juvenile MRT services. We have partnered with Reality House programs for this service since 2012. We also partner with multiple agencies in the Columbia/Boone County area to provide many other services free of charge as mentioned previously such as Compass Health, Incorporated, Daniel Boone Regional Library, Urban Agriculture, True North, Youth Empowerment Zone, Columbia Police Department, Missouri Highway Patrol, Boone County Sheriff's Department, the Columbia/Boone County Health Department, and several others as noted in our resource provider list.

The credentials for each of the service providers mentioned above have been included with this grant proposal.

Number of Youth Served and Hours of Service:

CIS: In 2019, the Circuit prioritized funding in-home detention services and the Evening Reporting Center over the CIS program. We only had one family who participated in the service; however, we believe it continues to be a needed service. The circuit requests funding for five families, who would be served at \$625 per youth/family, which comes to \$3,125. This breaks down to each family receiving approximately nine hours of service weekly for two weeks, giving each family approximately eighteen hours of crisis intervention services. This figures out to an hourly rate of \$34.72. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service. This would be a total of ninety estimated hours of service during the grant period.

Due to the reduction in grant funds in the 2018 fiscal year, we curtailed use of CIS, as we determined ERC and In-Home Detention were more beneficial, so we wanted the bulk of funds spent on those programs. We plan to continue using this program as a sanction for youth who are having difficulties in the home, whose behaviors have led to a referral to the Juvenile Officer. The clinician who provides services for this program dedicate a minimum of eighteen direct-service hours to the family they are serving.

GPS/Cell Unit Monitoring:

One of our case processing goals is to have all youth placed on in-home detention be released from the program within fourteen days. It is our Circuit's policy and practice to release youth at their first court appearance if they have had no problems or concerns while on in-home detention. The circuit continues to have the goal of setting each of these youth for first appearance within fourteen days of being placed on in-home detention. During the current grant year, July 1 through the present, the average number of days youth have been placed on home detention as an alternative to detention has been approximately eighteen, which is the same as the previous grant year, and slightly above our goal of fourteen days. Our Circuit continues to have the goal of putting more of our technical probation violators who are in custody and who score detention on GPS or Cell Unit Monitoring, instead of those youth having to be placed in detention. If they are placed in detention, the Circuit looks to immediately release them at their detention hearing on in-home detention until their next court appearance. For the current grant year and for the coming year, we will be looking to cover all youth placed on In-Home Detention as an alternative to detention and post adjudication/post disposition sanction. Based on current usage patterns, we estimate providing 896 days of Cell Unit Monitoring or GPS monitoring for approximately fourteen days each to sixty-four youth based on current usage patterns.

Evening Reporting Center: We would like to continue funding Moral Reconciliation Therapy through the Juvenile Justice Programming Assistance Grant as it is such an integral part of the programming at the Evening Reporting Center and would allow for greater continuity of programming and costs. Moral Reconciliation Therapy is an evidenced-based model of treatment. So far during this grant period, seven youths have participated in the Evening Reporting Center, with an average number of approximately twenty-two days. There are currently two youth participating in the Evening Reporting Center, who are not reflected in this number. We would look to continue the use of this program as not only an alternative to detention, but also as a sanction for youth. This would entail each youth participating in MRT therapy two days a week for approximately five sessions or ten units in two weeks. MRT therapy is \$35.80 per unit or per one-hour session. Sessions are 1.5 units or \$53.70 per daily session or \$537 for ten units in a two-week period. The cost of MRT per youth increases as fewer youth participate, as it is a group therapy method. It will be our goal to have at least two youth at the ERC when it is being used. MRT workbooks are \$25.00 for each youth for a cost of \$500 for twenty youth.

We anticipate a consistent use of this program not only as an alternative to detention, but also as a sanction for youth to remain in the community with closer supervision and treatment as we have streamlined usage of the program so that youth who are referred to the Evening Reporting Center as a sanction no longer require a court order to participate. In addition, youth under Informal Supervision are now allowed to participate as a sanction for behaviors.

Fidelity Plan:

The 13th Judicial Circuit uses two main ways to ensure adequate utilization of each service. For youth who are presented to the Juvenile Officer in the custody of law enforcement and who subsequently score between 10-14 on the JDTA, which would indicate an alternative to detention, the deputy juvenile officer must consider an alternative to detention such as In-Home Detention, the Evening Reporting Center, Crisis Intervention Services, a Conditional Release, or some other community alternative such as mental health treatment. In the event the deputy juvenile officer feels that an alternative to detention is not appropriate, an override up or down must be obtained from a supervisor with an explanation of why an override of the JDTA score is recommended.

Next, for youth who are under informal or formal supervision of the court, if the deputy juvenile officer has reviewed a youth's risk/needs score and consulted with the graduated sanctions matrix, the Deputy Juvenile Officer must obtain permission from a supervisor prior to placing a juvenile in one of the programs listed above. The deputy juvenile officer must also request permission prior to submitting a petition or motion to modify for filing in court to determine whether a sanction such as the ones listed above would be more appropriate than a formal filing in court. These methods help to ensure that youth are receiving the appropriate alternative to detention or sanction for the presenting behavior.

Day Treatment Program: This year, we are including in our request, funding for our Day Treatment Program. It is an alternative educational program offered since the 2015-2016 school year at the Robert L. Perry Juvenile Justice Center and in cooperation with the Columbia Public Schools. The Day Treatment Program follows the Columbia Public Schools calendar and is in session during the regular school year, Monday through Friday, from 8:15am to 3:15pm. The program provides support, supervision, and educational and therapeutic programs in a structured environment for the purpose of maintaining youth in the community. Youth who are referred to the Day Treatment Program will be provided an education, supervision, tutoring assistance with school homework assignments, programming, and breakfast and lunch. Through the Day

Treatment Program, youth are expected to demonstrate appropriate school behaviors and are encouraged to make good character choices, all in a safe environment.

Youth referred to the Day Treatment Program at the Robert L. Perry Juvenile Justice Center are Wards of the Court and can be referred by school staff or their Deputy Juvenile Officer. Youth can be referred for several different issues, including being suspended or expelled from their Columbia Public Schools home school location due to a serious offense, having significant truancy issues for a variety of reasons, and other behavioral circumstances. The Day Treatment Program can also be used as an educational transition from school at the detention center as a resident to returning to the community and attending the small-scale school setting, before returning to their home school. The length of participation varies from youth to youth, anywhere from a few weeks to a full school year. New this school year, the Columbia Public Schools will also be assisting with transporting students to and from the Day Treatment Program. This will potentially allow for increased participation in the program.

Need for the Program:

Providing a youth involved with the juvenile justice system an education in a safe environment has been linked to decreases in rates of recidivism and a better educational experience, including successful reintegration into the community upon leaving detention. One study found that only 12% of formerly detained youth complete a high school degree or GED after being released from detention. Youth in the 13th Circuit were leaving detention and facing extended suspensions or expulsions from their home schools and without an option to continue their education in a traditional setting. Some students qualified for homebound instruction, which included approximately five hours of educational instruction per week. The majority of the youth detained were significantly behind in their academic progress; anywhere from one to two semesters behind in earning credits. One study found that 65% of youth admitted to detention had special education needs. Problems such as low achievement, vocabulary, and verbal reasoning increased delinquency predictions by 27%. Furthermore, while the average age of a youth in detention is 15 1/2, the average reading level is 4th grade.

During the last half of the 2015-2016 school year, the Day Treatment Program was started at the Robert L. Perry Juvenile Justice Center to address the lack of an educational program available to Wards of the Court facing extended suspensions and expulsions. Youth accepted into the program attend a full school day at the facility, but then return to their home in the community outside of school hours. Youth are able to participate in an online credit recovery program under the supervision and guidance of teaching staff with the Columbia Public Schools. All of the educational materials needed to participate are provided to the youth. The current program allows for ten Day Treatment students to participate. This small number is due to the supervision and educational assistance necessary to maintain a safe and secure educational environment for the youth. During the 2015-2016 school year, 16 youth were referred. During the 2016-2017 school year, 18 youth were referred. During the 2017-2018 school year, 13 youth were referred. During the 2018-2019 school year, 21 youth were referred. So far, during the 2019-2020 school year, 13 youth have been referred. Several youth begin the program and remain in the program for a full semester or up to a year.

Youth participating in the program thrive in the small class setting and the supervision and structure of the facility. Youth work at their own pace with the PLATO online credit recovery program for EdGenuity program and are able to pass a full semester course within 2-3 weeks. Some youth have been able to complete a semester course in as few as three days. This option has allowed several youth in the program to recover lost credits and any work they start can be

transitioned to their home school. Youth, their families, school officials, and 13th Circuit staff have seen the benefit of the Day Treatment Program educational option. Currently, the need for more than five student spots has outgrown the means to provide adequate supervision and educational support. Funds are being requested so we can continue to provide this beneficial program to all youth that are referred and in need of an alternative educational setting. The Columbia Public Schools is researching means to provide an additional teacher for the program, however the need for an additional facility staff member to provide supervision and tutoring to a growing number of Day Treatment students will be needed.

Service Provider:

Columbia Public Schools provides the qualified teaching staff for the Robert L. Perry Juvenile Justice Center and the Day Treatment Program students. Currently, there are four different classrooms in the facility. There are two full-time teachers and one full-time instructional aide; with one of those full-time teachers dedicated to students in the Day Treatment Program.

Number of Youth Served and Hours of Service:

Based on the number of referrals received for youth to participate in the Day Treatment Program, we would like to have ten students, at any one time, in the Day Treatment Program. Depending on the length of participation by the student, the Day Treatment Program could provide services to an estimated 10-25 youth per school year. Funding is being sought to request a new county employee be reimbursed to provide supervision and tutoring of the Day Treatment Program students. There is a need for these services for approximately 7 hours per school day. There are approximately 172 days of school. The rate of a Program Assistant Tutor is \$10.24 per hour. We would request \$12,328.96. In the alternative, we would request funding for approximately 4 hours per school day. This would amount to \$7,045.12.

Fidelity Plan:

Youth (and their parents) referred to the Day Treatment Program by their Deputy Juvenile Officer or Columbia Public School officials complete an interview for participation. The youth's educational records including attendance, grades/credits earned, special education needs, and behaviors are reviewed. If accepted, the Court is made aware of and approves of the youth's participation. The youth sets educational and behavior goals, which is monitored by school and facility staff during their participation. The youth will also be instrumental in creating a plan of transition from the Day Treatment Program to their home school.

Budget Narrative:

Day Treatment Program: We would like to have up to ten students in the program, at any one time. Depending on the length of participation in the program, it is estimated that 10-25 youth could participate in a school year. For the expansion of this program, a Program Assistant Tutor would be needed to provide the additional supervision and educational support to these students. There is a need for these services for approximately 7 hours per school day. There are approximately 172 days of school. The rate of a Program Assistant Tutor is \$10.24 per hour. We would request \$12,328.96.

As a new program request, we have prioritized funding of the Day Treatment Program below the already existing programs that have been established and funded in years past. To fully fund the Day Treatment Program as previously mentioned, the \$12,328.96 is requested.

Budget Narrative:

CIS: \$625/juvenile and family x 5 juvenile/families = **\$3,125**. This breaks down to approximately 18 hours of counseling and crisis services from a provisionally or fully licensed clinical social worker or professional counselor over a two-week period at \$34.72/hour. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

GPS/Cell Unit Monitoring: \$4.35/day x 896 days of In-Home Detention Monitoring = **\$3,897.60**. The circuit estimates providing 896 days of monitoring to 64 youth for approximately 14 days each which comes to \$60.90 per youth.

Evening Reporting Center: The cost per youth is \$172.29, which includes \$147.29 for MRT per youth, \$25.00 for an MRT workbook per youth. Therefore with 20 youth at \$172.29 for each youth. = **\$3,445.80**

Partially-Funded Day Treatment Program: \$7,045.12

Prioritization: Our prioritization would be to fund CIS, In-Home Detention Monitoring, and Evening Reporting Center first, and the partial Day Treatment Program. If additional funds are available, we would request funding for the full Day Treatment Program.

Summarization:

CIS: \$3,125
 In-Home Detention Monitoring: \$3,897.60
 Evening Reporting Center: \$3,445.80
 Day Treatment Program: \$12,328.96

Total Funding Request for these programs: **\$22,797.36**

County Treasurer to which all reimbursements will be made:
 Tom Darrough, Boone County Treasurer