

433-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 12th day of October 20 21

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 for bid 35-20SEP21 – Pest Control Services – Term & Supply which opened on September 20, 2021. One (1) bid was received. Facilities Maintenance recommends award to Wingate Pest and Lawn, LLC.

Invoices will be paid from Departments 6101 – FM Housekeeping & Custodial Services, 2047 – R&B Facilities Maintenance and Custodial and Account 60150 – Pest Control.

Done this 12th day of October 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: October 18, 2021
RE: 35-20SEP21 – Pest Control Services – Term & Supply

Request for Bid *35-20SEP21 – Pest Control Services – Term & Supply* opened on September 20, 2021. One (1) bid was received. Facilities Maintenance recommends award to Wingate Pest and Lawn, LLC.

Invoices will be paid from departments 6101 – FM Housekeeping & Custodial Services, 2047 – R&B Facilities Maintenance and Custodial and account 60150 – Pest Control.

att: Bid Tab

cc: Doug Coley, Jody Moore / Facilities Maintenance
Greg Edington / Road & Bridge

Bid File

**PURCHASE AGREEMENT
FOR
PEST CONTROL SERVICES - TERM AND SUPPLY**

THIS AGREEMENT dated the 12th day of October 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Wingate Pest and Lawn, 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 **Pest Control Services Term and Supply**, County of Boone Request for Bid, bid number **35-20SEP21**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated September 18, 2021 and executed by Bryan Ninichuck, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2022** and extend through **December 31, 2022** subject to the provisions for termination specified below. This agreement **may be extended** beyond the expiration date by order of the County **for four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to in sections 5.8, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Service Time - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. Billing and Payment - All billing shall be invoiced to the associated departments set forth in section 2.6. of the request for bid and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

WINGATE PEST AND LAWN, LLC

BOONE COUNTY, MISSOURI

By DocuSigned by:
Bryan Muehlbeck
099A28EE32F04E5...

By: Boone County Commission

Title Owner

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7071DEAE69D400
County Counselor

DocuSigned by:
Brianna L. Linnon
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Jane E Pitchford by J
No Embossment Required
8C24BD84EE7A483...
Signature

10/6/2021
Date

6101, 2047/60150 - Term/Supply
Appropriation Account