



## **Request for Bid (RFB)**

**Boone County Purchasing**  
601 E. Walnut Street, Room 209  
Columbia, MO 65201

**Heather Turner, CPPB, Buyer**  
(573) 886-4392 - FAX (573) 886-4390  
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### ***Bid Data***

Bid Number: 58-07DEC04  
Commodity Title: Seasonal Grounds and Lawn Care Services

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: TUESDAY, DECEMBER 7, 2004  
Time: 1:25 P.M. (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: TUESDAY, DECEMBER 7, 2004  
Time: 1:30 P.M.  
Location / Address: **Boone County Johnson Building  
Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Standard Terms and Conditions**  
**Statement of Bidder's Qualifications**  
**"No Bid" Form**

**Attachments** *Bidders are advised that attachments exist which are not part of the Word document. Please contact the buyer as noted above in order to obtain a copy of these attachments.*

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**1. Introduction and General Conditions of Bidding**

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- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. Award will be made on an "all or none" basis to one bidder.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from March 1, 2005 through February 28, 2006, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director, in writing, prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.

## 2. Primary Specifications

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Lawn Care Maintenance and Seasonal Grounds Services** for County Government Facilities Grounds.
- 2.1.1. **Scope of Work** – Work performed shall include, at regular intervals, fertilizing, weed control, agricultural lime treatment, aerating, verti-cutting, overseeding, power raking of lawns, grub control, tree and shrub fertilization, mowing and lawn care, and miscellaneous landscaping and snow removal.
- 2.1.2. **Contract Documents** - The successful bidder shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.4. **Sub-Contractors:** No subcontractors shall be used without prior approval and written consent of the Facilities Maintenance Manager.
- 2.1.5. **Contractor Qualifications and Experience:** The Contractor shall be a fully authorized and licensed lawn care specialist and distributor of materials offered.
- 2.2. **TECHNICAL SPECIFICATIONS-LAWN CARE MAINTENANCE:**
- 2.2.1. **General Requirements** – Contractor shall provide lawn care, maintenance, and materials on a regular schedule from March through October under the conditions as prescribed below. All other services shall be provided as a specific maintenance program and scheduled as outlined below.
- 2.2.1.1. Contractor shall be duly certified and licensed to provide contracted services.
- 2.2.1.2. No services shall be performed unless scheduled and authorized by the Facilities Maintenance Manager five (5) working days in advance.
- 2.2.1.3. Contractor shall fully comply with all Federal, State, City, and County laws and regulations governing labor, work hours, labor conditions, and wage rates.
- 2.2.1.4. Contractor shall be responsible for instructing his/her employees on the safe operational procedures for each type of service being performed so as not to create an unsafe hazard for employees and innocent bystanders, as well as, the wearing of the appropriate personal protective equipment.
- 2.2.1.5. Contractor’s equipment shall be free from defects or wear which may, in any way, constitute a potential hazard to any person or persons while performing any service on County property.
- 2.2.2. **Selection of Areas for Service** – Full services are anticipated for the Boone County Courthouse and Boone County Government Center. Services for the Boone County Johnson Building and the Boone County Public Works South Facility may be limited to one or more types of services. The County reserves the right to select from any one type of service and/or area or any combination of services and areas that best suit the needs of the overall lawn care and maintenance program as specified by this bid and approved by the Facilities Maintenance Manager.
- 2.2.3. **Frequency and Square Footage** – Estimates of frequency and square footage for each facility does not imply a guaranteed amount of work. The County reserves the right to determine the frequency and extent of the work and to use other methods it deems appropriate to accomplish the necessary work. If the County should require any extra treatments not specifically identified in this bid, the Contractor shall complete such treatments at the hourly price for miscellaneous landscaping work identified on the pricing page.
- 2.2.4. **Lawn Care Maintenance Requirements** – All turf area maintenance shall be provided on a scheduled basis and approved by the Facilities Maintenance Manager. All work is to be performed in a professional manner and during times of minimal customer flow. Weed control spraying operation shall not be completed during windy conditions or when conditions warrant postponement from spraying due to the possible blowing of weed control agents into and onto shrubs, plants and flower beds. Litter/debris shall be picked up each time prior to any lawn maintenance procedure and disposed of properly. Walkways are to be blown or swept clean.
- 2.2.5. **Fertilization and Weed Control** - Fertilizer that supplies all three major nutrients of nitrogen, phosphate, and potash shall be utilized and dispensed in accordance with manufacturer’s recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. Apply fertilizer and weed control to moist soil. The following five (5) application schedules for fertilization

and weed control shall be completed: **Early Spring (March/April)** granular/liquid fertilizer/pre-emergent; **Late Spring (May)** granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Summer (June/July)** granular slow release fertilizer; **Early Fall (September)** granular/liquid fertilizer, and **Late Fall (October)** granular/liquid fertilizer. It shall be the contractor's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Facilities Maintenance Manager.

- 2.2.6. **Grub Control** - A granular grub control treatment shall be applied using a drop spreader or broadcast spreader at a minimum of once per year; Early Summer (June/July) with a second application left to the discretion of the Facilities Maintenance Manager. The grub control pesticide shall be dispensed in accordance with the manufacturer's recommended application and dose rate to effectively treat for grubs.
- 2.2.7. **Power Raking** - Power raking shall be accomplished in conjunction with the Early Spring (March/April) lawn fertilization to remove any heavy thatch and prevent turf disease. All excess materials shall be remove from the site and disposed of properly. **Note: This service shall only be accomplished where determined to be needed and at the discretion of the Facilities Maintenance Manager.**
- 2.2.8. **Aerating/Verti-Cutting/Overseeding** - Both operations shall be accomplished consecutively and in conjunction with **only** the Early Fall lawn fertilizing application, **on or about September 1<sup>st</sup>**. The following procedures shall be utilized for a well established lawn: Step 1 - Core or plug aeration with penetration of the ground surface to be a minimum of 1 ½ inches. The plugs do not have to be removed. Step 2 - Verti-cutting shall be accomplished in a minimum of two (2) passes at different angles as to create a cross pattern with a penetration depth minimum of 3/4 inches. **Note: Seed bed preparation shall be accomplished by hand raking in areas too steep for aeration and verti-cutting to safely operate.** Step 3 –Overseed with Kentucky Bluegrass seed at an approximate rate of 3 lbs. per 1000 sq. ft. and heavier where areas have become bare. **Note: Hydroseeding is not an acceptable method for overseeding.** Step 4 - Fertilize using the proper rate application and balance for the soil and turf conditions. Step 5 – Drag a sheet of chain link fence or similar material over the lawn to crumble up the cores and at the same time covering up the seed and holes.
- 2.2.9. **Agricultural Lime Treatment** – The Contractor shall be responsible for testing the soil each fall and determining the need for a lime treatment, The optimum pH level for turf is in the 6.2-6.5 range. Limestone shall be applied in conjunction with the Late Fall (October) or Early Spring (March/April) lawn fertilization treatment utilizing a drop spreader or a spinner spreader. Limestone must be spread evenly over the entire area making sure of uniform coverage at an approximate application rate of 50 lbs./1000 sq. ft. to an established lawn because it does not move horizontally. One half of the lime should be applied in one direction and the remainder applied in a perpendicular (crisscross) pattern. Since too much lime can damage a lawn, a lime treatment **shall not** be applied to any lawn unless a soil test indicates that it is needed and only upon the approval of the Facilities Maintenance Manager. Normally, an application of lime should only be made once every three (3) years. It shall be the bidder's responsibility to determine the condition of the soil for each site and what type of lime treatment is needed to correct soil acidity, furnish important plant nutrients (calcium and magnesium), reduce the solubility and toxicity of certain elements in the soil (aluminum, manganese and iron), aid in regulating soil elements (zinc, copper and phosphorus) and induce a more favorable porous soil structure to increase air circulation and give the soil the ability to absorb and hold moisture.
- 2.3 **TECHNICAL SPECIFICATIONS: SEASONAL GROUNDS SERVICES**
- 2.3.1. **General Requirements** - Grass mowing and power trimming around all trees, signs and other protrusions within the identified area at each location. All properties shall be left neat and clean. Each property must be completed with a well-manicured appearance. Contractor shall supply all equipment needed to perform the work.
- 2.3.2. **Mowing Season** - The mowing season **is April 1 to October 31 of each year.** If additional services are required outside of this generally described time frame, said services will be requested by the Facilities Maintenance Department. Contractor shall be required to perform the additional services within 3 days after request and at the rates submitted in their bid response.
- 2.3.3. **Workweek** - Defined as Monday to Sunday. Some properties have time restrictions within the workweek and are described below.
- 2.3.4. **Location and Requirements** – It is the intent of the County to describe the locations and the level of service required for each property. Bidder's failure or omission to examine any relevant site shall not relieve them from any obligation regarding this Bid. By submitting a response, Bidder is presumed to understand the scope of services to be provided at each location. Special or limited mowing may be requested if moisture levels are up and a major growing season is incurred, or if mowing is not required due to drought conditions. For variations from frequency stated in this document, contractor will be notified in writing.

2.3.5. **Downtown Locations** – (ATTACHMENTS A, B, & C)

- Boone County Courthouse, 705 East Walnut;
- Roger B. Wilson Boone County Government Center, 801 E. Walnut;
- Johnson Building, 601 E. Walnut;
- Ash Street parking lot, 607 East Ash Street.

All properties must be mowed weekly and must be completed on the same day. Time restrictions – if Contractor desires to mow on Monday, Tuesday, Wednesday, Thursday, or Friday it shall be done after 5:00 P.M. or completed before 8:00 A.M. There are no time restrictions for mowing on Saturday or Sunday. An exception would be any outdoor event held on county grounds (such as City of Columbia Art Festival or Twilight Festival). The contractor will be notified of such restrictions in advance. Grass height shall be cut approximately 2" for each mowing occurrence.

- 2.3.6. Boone County Downtown Complex - The Boone County Downtown Complex is defined as all County owned property between 7<sup>th</sup> and 9<sup>th</sup> Streets and between Walnut and Ash Streets, which includes the Boone County Courthouse, Courthouse Monuments, Government Center, Plaza, and the Cascade Waterfall located West of Boone Tavern. For purposes of this contract, the Downtown Complex shall be divided into two (2) groups consisting of the Government Center and the Boone County Courthouse. The Government Center is approximately 5,800 sq. ft. The Boone County Courthouse is approximately 38,400 sq. ft. **DOWNTOWN COMPLEX ONLY** – There shall be no grass discharge / debris visible to the eye on the grass area or sidewalks. Grass clippings shall be bagged or mulched and area power trimmed. Additional pricing is requested for power edging all sidewalks using a vertical steel blade on an as-directed basis.
- 2.3.7. Boone County Johnson Building – 601 East Walnut - Approximately 6,400 sq. ft. Grass on the West side of the Johnson Building (the 6<sup>th</sup> street side between Walnut and Ash), and all grass on the South side of Ash Street from the curb to the parking lot between 6<sup>th</sup> and 7<sup>th</sup> Streets to include the corner located at 7<sup>th</sup> and Ash.
- 2.3.8. Ash Street Parking Lot – 603 East Ash Street (where 6<sup>th</sup> Street ends) – Lower Level – Approximately 3,500 sq. ft. This area is a parking lot located adjacent to the Guaranty Land Title Company Parking Lot at 604 East Ash. The area to be covered is all of the grass around the parking lot on the North, South, East & West sides with the following exceptions. On the East side, cut half way up the hill and the full length of the parking lot. On the South side, cut from the parking lot to the curb of Ash Street.
- 2.3.9. **All Other Locations – Listed below.** Mowing frequencies are noted with each location. Minimum grass height at all of these locations shall be 2"-3". Mowing service at these locations may be performed during daytime, evening or weekend hours without restriction. Removal of trash or brush piles is not a part of this contract.
- 2.3.10. North County Facility – 5501 Oakland Gravel Road – (ATTACHMENTS D & E) The area is approximately 99,700 sq. ft. surrounding the building. Mowing frequency is every other week. In addition, the North field consisting of approximately 690,000 sq. ft. must be mowed with a rotary-style brush hog mower one (1) time per year. The right of way on the North end of the field must be mowed to the road, where possible. This location shall only be mowed by the Contractor if not completed by the County.
- 2.3.11. Brampton Court – (ATTACHMENT F) Location - Scott Blvd. To Country Hills Rd. Country Hills Rd. to Brampton Court. Turn right onto Brampton Court. Last empty lot on street at the dead end of Brampton Court. - Approximately 10,500 sq. ft. Mowing frequency is every other week.
- 2.3.12. Boone County Public Works – 5551 Hwy. 63 South – (ATTACHMENT G) All grass on the South and East side of the Main Building and surrounding the double entrance from southbound Highway 63. The total area is approximately 49,300 sq. ft. Mowing frequency is once a week.
- 2.3.13. Lagoon – 5551 Hwy. 63 South – (ATTACHMENT G) Area surrounding Public Works lagoon located at rear of the property consisting of approximately 22,000 sq. ft. Area to be maintained is around the lagoon, and shall be inside and outside the fence. Inside the fence, grass shall be cut to waters edge, and the fence line trimmed. Mowing frequency is one time per month.
- 2.3.14. Reality House – 1900 E. Prathersville Rd. – (ATTACHMENT H) Area adjacent to Reality House consisting of approximately 972,000 sq. ft. Mowing frequency is annually. Mowing is to be done with a rotary type brush hog mower. Additionally, the right of way on the North edge of the field is to be mowed to the road, where possible. This location will only be mowed by the Contractor if the County does not complete it.
- 2.3.15. El Chaparral County Park – (ATTACHMENT I) Entrance on Mesa Drive and identified by a shelter house at the entrance, located within the El Chaparral Subdivision off of Hwy WW. The area is approximately 195,000 sq. ft. Mowing frequency is every other week. Mowing is to be done with a finish mower. This property location as well as the MKT property can be invoiced together. No other locations should be included on invoices for these two properties.

- 2.3.16. **M.K.T. Trail** – (ATTACHMENT J) Entrance is on west side of Scott Blvd. Between Bellview Dr. and Brushwood Lake Road. There are four different areas to be mowed at this location. Descriptions of each area are as follows:
- Area #1 – Approximately 49,500 sq. ft. around parking lot at Boone County’s portion of the M.K.T. Trail. Mowing frequency is every other week. Mowing is to be done with a finish mower.
  - Area #2 – Approximately 54,000 sq. ft. Mowing frequency is four (4) times per year. Mowing is to be done with a rotary style brush hog mower.
  - Area #3 – Approximately 220,000 sq. ft. Mowing frequency is two (2) times per year. Mowing is to be done with a rotary style brush hog mower.
  - Trail Edge – From the intersection of the County and City trails at the tunnel to the intersection of Katy State Trail at McBaine, trail edge to be cleared approximately 10’ from the walking surface where possible. Additional mowing is required in the location of the open meadow from West of the Hinkson Creek Bridge to the tree line. This area is to be mowed the full width from the fence to the tilled soil. Trail can be accessed from the parking lot. Small, well-identified vehicles are allowed on the trail to transport equipment. Driving width is limited. Mowing frequency is four (4) times per year.
- 2.3.17. **Miscellaneous (minor) Landscaping** – Shall consist of outdoor grounds and landscaping. Includes, but is not necessarily limited to, minor pruning of trees, cultivating flower beds, maintaining shrubs, spot seeding, weeding, irrigating, mulching, planting, shoveling, spraying, sodding, digging, trimming and edging. The contractor shall ensure that all trimmings and branches are properly and immediately disposed of. Bid submitted is per hour on an as-requested basis. Time would begin upon check-in on site. Contractor shall supply all equipment needed to perform the work, including truck and hand/power tools. Special equipment to be approved as required. Owner reserves the right to use other sources to perform the work. The contractor shall provide a percentage over cost on the pricing page for furnishing mulch, sod, decorative gravel, and other materials upon request. This percentage shall remain firm throughout the life of the contract. The renewal increases shall not apply to this fixed percentage. Copies of the original invoices for any materials requested and used must be provided. If mulch and/or decorative gravel is requested by the Facilities Maintenance Manager, the contractor shall dump the mulch and/or gravel in an area designated by Facilities Maintenance.
- 2.3.17.1. **Optional: Tree and Shrub Fertilization** - Fertilization of trees and shrubs shall be in accordance with manufacturer’s recommended application for type of tree or shrub and dispensed according to the percentage of nitrogen in a particular fertilizer. Because nitrogen leaches through the soil, apply the necessary amount at two (2) intervals, one half in the Spring, on or about April 1<sup>st</sup> and the other half in the Summer, on or about August 1<sup>st</sup>. **Note: This service may or may not be approved for maintenance and/or may be limited to one application in the Spring.**
- 2.3.18. **Snow Removal** – Shall consist of removing snow from any or all parking lots as follows:
- 600 block of Ash Street;
  - corner of Park Ave and Tenth Street,
  - 705 E. Walnut, Courthouse parking lot
  - Ash Street Parking Lot – 603 East Ash Street (where 6<sup>th</sup> Street ends); and
  - Boone County Correctional Center, 2121 County Dr.
  - M.K.T. Trail Parking Lot
  - Robert Perry Juvenile Justice Center Parking Lot
  - Other parking lots as assigned.
- Maps are available from Facilities Maintenance Department for clarification. Contractor shall supply all equipment needed to perform the work. Snow shall be removed from the immediate parking area and pushed to the perimeter, or disposed of elsewhere as directed by the Facilities Maintenance Manager. The parking areas shall be treated with de-icing material available at the Boone County Public Works North Facility and supplied by the County. The de-icing material shall be applied to the parking areas with a tailgate mounted spreader. No hand shoveling required. Contractor shall respond within two hours of notification, and provide a round-the-clock contact number. Bid submitted is per hour on an as-requested basis. **NOTE:** This service would only be required as a back-up to County staff and equipment. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site.
- 2.4. **Damage to County Property** – Contractor shall be responsible for any damage to County property, such as, buildings, ground lighting, watering systems, and trees or plantings, which is directly caused by the contractor’s crew during the time they are performing the scheduled service. **NOTE: The County Facilities Maintenance Staff will be responsible for flagging all lawn sprinkler heads, water valves, and other in-ground devices before the start of any aeration and verti-cutting operation.**

- 2.5. **Prevailing Wage** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.6. **DELIVERY OF SERVICES AND PRODUCTS** – Contractor shall furnish two (2) copies of the invoice including the property location and dates service(s) was provided as well as one (1) copy of the Material Safety Data Sheet for each chemical being dispensed onto the lawns. Invoices and copies of the Material Safety Data Sheets shall be submitted to the Facilities Maintenance Department, 601 E. Walnut, Room 205, Columbia, MO 65201.
- 2.7. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.7.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor.  
 Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.7.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.7.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.7.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.8. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR

TO BID OPENING, to Heather Turner, CPPB, Buyer, Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org)

- 2.10. **Designee** – Facilities Maintenance Manager, Ken Roberts, Facilities Maintenance Department 601 E. Walnut, Room 205, Columbia, MO 65201.
- 2.11. **Contact for Contract Administration** – Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer's literature or procedure specified is not clearly understood by contacting Ken Roberts, Facilities Maintenance Manager at 573-886-4401. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response. In addition, bidders shall submit a separate sheet with their bid response including an explanation of all services being offered and a complete list of all equipment to be utilized to perform the required services.
- 3.1.2. **Submittal Of Responses** – Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.
- 3.1.3. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
- 3.1.4. **Advice of Award - Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.2. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.2.1 **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3 **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.3.1. **Evaluation Process** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.3.2 **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3 **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

**4. Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_
- 4.6.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

**4.7. PRICING – Lawn Care Maintenance**

	Unit Price Per Sq. Ft.	Downtown Complex 44,200 Sq. Ft. Extended Totals	South Facility 49,300 Sq. Ft. Extended Totals	
4.7.1. Fertilizing (Early Spring)	\$ _____	\$ _____	\$ _____	
4.7.2. Fertilizing (Late Spring)	\$ _____	\$ _____	\$ _____	
4.7.3. Fertilizing (Early Summer)	\$ _____	\$ _____		
4.7.4. Fertilizing (Early Fall)	\$ _____	\$ _____		
4.7.5. Fertilizing (Late Fall)	\$ _____	\$ _____		
4.7.6. Grub Control	\$ _____	\$ _____		
4.7.7. Aerating	\$ _____	\$ _____		
4.7.8. Verti-Cutting (2-passes)	\$ _____	\$ _____		
4.7.9. Overseeding	\$ _____	\$ _____		
4.7.10. Agricultural Lime	\$ _____	\$ _____		
4.7.11. Power Raking	\$ _____	\$ _____		
<b>4.7.12. Subtotal Lawn Care Maintenance</b>		<b>\$ _____</b>		<b>\$ _____</b>
4.7.13. Optional: Tree & Shrub Fertilization		\$ _____ Price Per Application		

4.8. <b>PRICING – Seasonal Grounds Services</b>					
	<b>Location</b>	<b>Unit Price Per Mowing</b>	<b>Frequency</b>	<b>Estimated Number of Mowings Per Season</b>	<b>Extended Total</b>
4.8.1.	Downtown Complex	\$ _____	Weekly	31	\$ _____
4.8.2.	Downtown Complex (addl. cost for power edging, as directed)	Add: \$ _____			
4.8.3.	Johnson Building	\$ _____	Weekly	31	\$ _____
4.8.4.	Ash Street Parking Lot	\$ _____	Weekly	31	\$ _____
4.8.5.	North County Facility	\$ _____	Every Other Week	15	\$ _____
4.8.6.	North Field	\$ _____	Annually	1	\$ _____
4.8.7.	Brampton Court	\$ _____	Every Other Week	15	\$ _____
4.8.8.	Boone County Public Works	\$ _____	Weekly	31	\$ _____
4.8.9.	Lagoon, Boone County Public Works	\$ _____	Monthly	7	\$ _____
4.8.10.	Reality House	\$ _____	Annually	1	\$ _____
4.8.11.	El Chaparral County Park	\$ _____	Every Other Week	15	\$ _____
4.8.12.	MKT Area 1	\$ _____	Every Other Week	15	\$ _____
4.8.13.	MKT Area 2	\$ _____	Four (4) Times Per Year	4	\$ _____
4.8.14.	MKT Area 3	\$ _____	Semi-Annually	2	\$ _____
4.8.15.	MKT Trail Edge	\$ _____	Four (4) Times Per Year	4	\$ _____
4.8.16.	<b>Subtotal for Seasonal Grounds Maintenance</b>				\$ _____
4.9.	<b>PRICING – Miscellaneous Landscaping Work as outlined in Section 2.3.17. (on an as-requested basis)</b>			\$ _____ Price Per Hour	
4.9.1.	Mulch				Cost Plus _____ %
4.9.2.	Decorative Gravel				Cost Plus _____ %
4.9.3.	Sod				Cost Plus _____ %
4.9.4.	Other Materials as Requested				Cost Plus _____ %
4.10.	<b>PRICING - Optional Tree and Shrub Fertilization</b>			\$ _____ Price Per Application	
4.11.	<b>PRICING – Snow Removal Work as outlined in Section 2.3.18. (on an as-requested basis)</b>			\$ _____ Price Per Hour	
4.12.	<b>CONTRACT RENEWAL</b>				
	<b>Maximum Percentage Increase:</b> _____ % 2 <sup>nd</sup> Year _____ % 3 <sup>rd</sup> Year				

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. **By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.12.

4.12.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_

4.12.2. Print Name and Title of Authorized Representative:

\_\_\_\_\_ Date: \_\_\_\_\_

4.12.3. Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

4.13. *Statement of Bidder's Qualifications* Included? \_\_\_\_\_ Yes      \_\_\_\_\_ No

4.14. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.14.1. **Reference #1**

4.14.1.1. Individual Name: \_\_\_\_\_

4.14.1.2. Company Name: \_\_\_\_\_

4.14.1.3. Address: \_\_\_\_\_

4.14.1.4. Telephone: \_\_\_\_\_

4.14.2. **Reference #2**

4.14.2.1. Individual Name: \_\_\_\_\_

4.14.2.2. Company Name: \_\_\_\_\_

4.14.2.3. Address: \_\_\_\_\_

4.14.2.4. Telephone: \_\_\_\_\_

4.14.3. **Reference #3**

4.14.3.1. Individual Name: \_\_\_\_\_

4.14.3.2. Company Name: \_\_\_\_\_

4.14.3.3. Address: \_\_\_\_\_

4.14.3.4. Telephone: \_\_\_\_\_



**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

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

***Standard Terms and Conditions***

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

# STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

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

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

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of product sold and manufactured:

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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:

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5. List banking references:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)



Boone County Purchasing  
601 E. Walnut, Room 209  
Columbia, MO 65201

## “NO BID” RESPONSE FORM

Heather Turner, Buyer  
573/886-4392 - FAX 573/886-4390

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**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID**

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

(Bid Number) 58-07DEC04

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

Reason(s) for Not Bidding:



(Fold Here Second – Then Seal With Tape)

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***Boone County Purchasing Department***

601 E. Walnut Street, Room 209  
Columbia, MO 65201-4460

Stamp  
Here

Boone County Purchasing Department  
601 E. Walnut Street, Room 209  
**Columbia, MO 65201-4460**

Bid Number: 58-07DEC04

Vendor Name: \_\_\_\_\_

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(Fold Here First)