

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of February

20 17

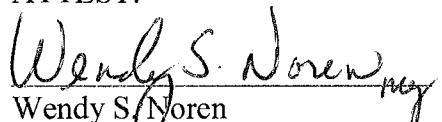
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-130326RW to purchase one (1) Bobcat T770 T4 Compact Track Loader from Clark Equipment Company dba Bobcat Company located in West Fargo, ND.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 21st day of February, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

80-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: February 9, 2017
RE: MODOT Cooperative Contract 3-130326RW- **Bobcat T770 T4 Compact Track Loader**

Public Works requests permission to purchase one (1) new Bobcat T770 T4 Compact Track Loader from Clark Equipment Company dba Bobcat Company located in West Fargo North Dakota from MODOT Cooperative Contract 3-130326RW.

Cost of contract is \$61,934.39 and will be paid from department 2040 – PW Maintenance Operations, account 91300 - New Equipment.

The 2017 budgeted amount is \$69,000. This is a new purchase and there will be no disposal form for replacement machinery or equipment.

cc: Greg Edington - PW
Contract File

**PURCHASE AGREEMENT
FOR
BOBCAT T770 T4 COMPACT TRACK LOADER**

THIS AGREEMENT dated the 21ST day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Clark Equipment Company dba Bobcat Company of West Fargo North Dakota**, herein "Vendor."

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 one (1) **Bobcat T770 T4 Compact Track Loader, Clark Equipment Company dba Bobcat Company**, quoted 12/03/2016, the Missouri Department of Transportation Contract **3-130326RW** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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 Missouri Department of Transportation Contract **3-130326RW** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Bobcat T770 T4 Compact Track Loader as follows:

	<u>Unit Price</u>
Bobcat T770 T4 Compact Track Loader	\$ 52,035.90
<ul style="list-style-type: none"> • 92 HP Turbo Tier 4 Diesel Engine • Air intake Heater (Automatically activated) • Auxiliary Hydraulics: Variable Flow • Backup alarm • Bobcat Interlock Control System (BICS) • Controls: Bobcat Standard • Engine/hydraulic Systems Shutdown • Horn • Instrumentation: Engine Temp & fuel gauges, hourmeter, RPM and warning lights • Lift Arm Support • Lift Path: Vertical • Operator Cab • Warranty 12 months, Unlimited hours 	
A91 Option Package	\$ 7,095.90
<ul style="list-style-type: none"> Cab Enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tack Deluxe Instrument Panel Keyless Start Attachment Control Kit Cab Accessories Package 	

Two Speed Travel
3-Point Seat Belt

Select Joystick Controls (SJC)	\$ 1,235.50
80" C/I Heavy Duty Bucket	\$ 1,074.50
Bolt on Cutting Edge, 80"	\$ 170.61
Eight (8) Bolt-on Teeth	\$ 172.48
Dealer Assembly Charges	\$ 149.50
Total	\$ 61,934.39

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.


4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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 Vendor, 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.

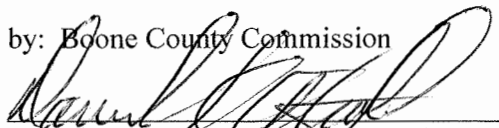
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

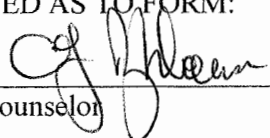
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

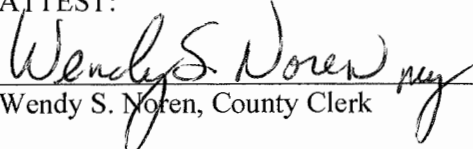
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

CLARK EQUIPMENT COMPANY
dba BOBCAT COMPANY
by 
title Grant Harts Mgr. Sr.

BOONE COUNTY, MISSOURI
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

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.)

2040-91300 - \$ 61,934.39

Signature *Aune Pitchford by jg* Date *02/10/2017* 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 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. 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 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 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. 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 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 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 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.
19. **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.



Bobcat

Product Quotation

Quotation Number: HMM-01377

Date: 2016-12-03 13:15:06

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
BOONE COUNTY PW 10263 5551 S TOMBASS ROAD Store No. 00000 COLUMBIA, MO 65201 Phone: (573) 449-8515	Darren R Bobcat of Columbia,Columbia,MO 1101 N. LENWAY DR. COLUMBIA MO 65202 Phone: (573) 886-9435 Fax: (573) 886-9434	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$52,035.90	\$52,035.90
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 12 Months, Unlimited Hours			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
A91 Option Package	M0285-P01-A91	1	\$7,095.90	\$7,095.90
Cab Enclosure with Heat and AC	Attachment Control Kit			
High Flow Hydraulics	Cab Accessories Package			
Sound Reduction	Two Speed Travel			
Hydraulic Bucket Positioning	3-Point Seat Belt			
Power Bob-Tach				
Deluxe Instrument Panel				
Keyless Start				
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$1,235.50	\$1,235.50
80" C/I Heavy Duty Bucket	6726344	1	\$1,074.50	\$1,074.50
--- Bolt-On Cutting Edge, 80"	6718008	1	\$170.61	\$170.61
--- Bolt-On Teeth (8)	6737322	8	\$21.56	\$172.48
Total of Items Quoted				\$61,784.89
Dealer Assembly Charges				\$149.50
Quote Total - US dollars				\$61,934.39

Notes:

***Prices off Missouri Contract# 3-130326RW. Contract Expires: 5-1-2015 THRU 4-30-2017**

***Terms Net 30 Days. Credit cards accepted.**

***FOB: Destination within the 48 Contiguous States.**

***Delivery: 60 to 90 days or less from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please provide Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



Missouri Department of Transportation
Skid Steers
Bid Tabulation
MULTIPLE AWARD BID

Bid Item 1

Skid Steer/Track Loader - minimum of 25 net horsepower

	Amount	Description	Delivery ARO
Bobcat Company	\$14,653.10	Bobcat S70	60 - 90

(T770 BOBCAT SEE PG 7)

Missouri Department of Transportation
Skid Steers
Bid Tabulation
MULTIPLE AWARD BID

Bid Opening Date: March 26, 2013
***3rd Renewal

Bid Item 2**Skid Steer/Track Loader - minimum of 35 net horsepower**

	Amount	Description	Delivery ARO
Bobcat Company	\$23,159.50	Bobcat S450	60 - 90
	\$31,905.30	Bobcat T450	60 - 90
Luby Equipment	\$27,000.00	Case SR130	60 - 90
The Victor L. Phillips Co.	\$26,950.00	Case SR130	90 - 120

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID***Bid Item 3******Skid Steer/Track Loader - minimum of 45 net horsepower***

	Amount	Description	Delivery ARO
Bobcat Company	\$23,159.50	Bobcat S450	60 - 90
	\$24,192.70	Bobcat S510	60 - 90
	\$25,300.80	Bobact S530	60 - 90
Crown Power and Equipment	\$26,214.00	Case SR 130 w/HD bucket	60 - 90
John Deere Construction Retail Sales		John Deere 315	DISCONTINUED MODEL
JCB of St. Louis	\$27,823.00	JCB 135	120 - 150
Pat Kelly Equipment Co.	\$27,593.00	New Holland L213	30-180
Luby Equipment	\$29,500.00	Case SR160	60 - 90
The Victor L. Phillips Co.	\$26,950.00	Case SR130	90 - 120
Potter Equipment Co.	\$25,603.50	Case SR130	60 - 90
G. W. Van Keppel Co.	\$26,486.00	Volvo MC60C (Tire)	60 - 90

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID**Bid Item 4****Skid Steer/Track Loader - minimum of 55 net horsepower**

	Amount	Description	Delivery ARO
Altorfer Inc.	\$34,440.00	Cat 226B3	120 - 140
	<i>not available</i>	Cat 247B3	120 - 140
Bobcat Company	\$26,375.30	Bobcat S550	60 - 90
	\$27,846.00	Bobcat S570	60 - 90
	\$28,646.80	Bobcat S590	60 - 90
	\$35,355.60	Bobcat T550	60 - 90
	\$37,251.90	Bobcat T590	60 - 90
Crown Power and Equipment	\$28,866.00	Case SR160	60 - 90
	\$30,456.00	Case SR175 w/HD Bucket	60 - 90
	\$31,536.00	Case SV185 w/HD Bucket	60 - 90
John Deere Construction Retail Sales	\$30,842.00	John Deere 318E	DISCONTINUED MODEL
JCB of St. Louis	\$28,802.00	155 Wheeled	120 - 150
	\$30,130.00	175 Wheeled	120 - 150
	\$33,046.00	190 Wheeled	120 - 150
	\$33,926.00	205 Wheeled	120 - 150
	\$35,796.00	150T Tracked	120 - 150
	\$39,148.00	190T Tracked	120 - 150
	\$41,689.00	205T Tracked	120 - 150
Pat Kelly Equipment Co.	\$30,273.00	New Holland L216	45 - 270
	\$31,107.00	New Holland L218	45 - 270
	\$32,910.00	New Holland L220	45 - 270
Luby Equipment	\$32,000.00	Case SR175	60 - 90
	\$33,000.00	Case SV185 Vertical Lift	60 - 90
The Victor L. Phillips Co.	\$28,497.47	Case SR160	90 - 120
	\$29,425.16	Case SV185	90 - 120
Potter Equipment Co.	\$29,106.18	Case SR175	60 - 90
G. W. Van Keppel Co.	\$26,589.00	Volvo MC70C (Tire)	60 - 90
	\$27,820.00	VolvoMC85C (Tire)	60 - 90

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID**Bid Item 5****Skid Steer/Track Loader - minimum of 65 net horsepower**

	Amount	Description	Delivery ARO
Altorfer Inc.	\$37,815.00	Cat 236B3 or 236D	120 - 140
	\$38,730.00	Cat 242B3 or 242D	120 - 140
	\$41,065.00	Cat 246C or 246D	120 - 140
	\$51,390.00	Cat 257B3 or 257D	120 - 140
	\$51,585.00	Cat 259B3 or 259D	120 - 140
	\$43,855.00	Cat 262C2 or 262D	120 - 140
	\$62,300.00	Cat 277C2 or 277D	120 - 140
	\$59,240.00	Cat 279C2 or 279D	120 - 140
	\$64,870.00	Cat 287C2 or 287D	120 - 140
\$62,100.00	Cat 289c2 or 289D	120 - 140	
Bobcat Company	\$30,605.40	Bobcat S630	60 - 90
	\$32,298.70	Bobcat S650	60 - 90
	\$39,167.10	Bobcat T630	60 - 90
	\$41,606.60	Bobcat T650	60 - 90
Bobcat of St. Louis/Columbia	\$40,513.00	Takeuchi TL230 Rops w/base bucket	60 - 90
	\$45,536.00	Takeuchi TL230 Cab	60 - 90
	\$60,333.00	Takeuchi TL10 Cab	60 - 90
	\$62,790.00	Takeuchi TL10 Cab Hi Flow	60 - 90
Crown Power and Equipment	\$29,746.00	Case SR210 w/HD Bucket	60 - 90
	\$38,316.00	Case TR270 w/HD Bucket	60 - 90
	\$39,804.00	Case SR220 w/HD Bucket	60 - 90
JCB of St. Louis	\$34,184.00	JCB 225 Wheeled	120 - 150
	\$35,195.00	JCB 260 Wheeled	120 - 150
	\$36,058.00	JCB 280 Wheeled	120 - 150
	\$42,214.00	JCB 225T Tracked	120 - 150
	\$44,422.00	JCB 260T Tracked	120 - 150
John Deere Construction Retail Sales	\$28,826.87	John Deere 318G	60 - 90
	\$30,838.30	John Deere 320E	60 - 90
	\$41,258.89	John Deere 317G Track	60 - 90
	\$43,694.23	John Deere 323E Track	60 - 90
Pat Kelly Equipment Co.	\$35,116.00	New Holland L221	30 -180
	\$43,084.00	New Holland C227 Track	30 -180
	\$35,205.00	New Holland L228	30 -180

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID

Lauf Equipment	\$28,745.00	Gehl R190	30 - 60
	\$32,253.00	Gehl R220	30 - 60
	\$35,368.00	Gehl R260	30 - 60
	\$33,731.00	Gehl V270	30 - 60
	\$36,687.00	Gehl V330	30 - 60
	\$38,007.00	Gehl RT175	30 - 60
	\$44,869.00	Gehl RT210	30 - 60
	\$51,732.00	Gehl RT250	30 - 60
Luby Equipment	\$33,000.00	Case SR210	60 - 90
	\$39,000.00	Case TR270	60 - 90
	\$43,500.00	Takeuchi TL8	60 - 90
	\$48,250.00	Takeuchi TL8C	60 - 90
The Victor L. Phillips Co.	\$31,250.00	Case SR175	90 - 120
	\$32,330.00	Case SR210	90 - 120
	\$37,582.78	Case TR270	90 - 120
Potter Equipment Co.	\$30,099.52	Case SR210	60 - 90
G. W. Van Keppel Co.	\$31,198.00	Volvo MC95C (Tire)	60 - 90
	\$39,991.00	Volvo MCT85C (Track)	60 - 90

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID**Bid Item 6****Skid Steer/Track Loader - minimum of 75 net horsepower**

	Amount	Description	Delivery ARO
Bobcat Company	\$38,730.30	Bobcat S750	60 - 90
	\$39,867.10	Bobcat S770	60 - 90
	\$49,763.70	Bobcat T750	60 - 90
	\$52,035.90	Bobcat T770	60 - 90
Bobcat of St. Louis/Columbia	\$55,037.00	Takeuchi TL10 Rops	60 - 90
	\$70,762.00	Takeuchi TL12 Cab	60 - 90
	\$73,273.00	Takeuchi TL12 Cab Hi Flow	60 - 90
	\$65,465.00	Takeuchi TL12 Rop w/base bucket	
Crown Power and Equipment	\$48,487.00	Kubota SVL75-2 w/HD Bucket	60 - 90
	\$38,550.00	Case SR240 w/HD Bucket	60 - 90
	\$38,950.00	Case SV280 w/HD Bucket	60 - 90
	\$43,100.00	Case SV300 w/HD Bucket	60 - 90
	\$53,840.00	Case TR310 w/HD Bucket	60 - 90
	\$58,374.00	Case TV380 w/HD Bucket	60-90
John Deere Construction Retail Sale	\$41,687.10	John Deere 330G	60 - 90
	\$55,793.97	John Deere 331G Track	60 - 90
Pat Kelly Equipment Co.	\$43,764.00	New Holland L230	30 -180
	\$49,273.00	New Holland C232 Track	30 -180
	\$57,710.00	New Holland C238 Track	30 -180
Luby Equipment	\$36,000.00	Case SR240	60 - 90
	\$41,000.00	Case SR270	60 - 90
	\$51,000.00	Case TR340 Track	60 - 90
	\$36,000.00	Case SV280 Vertical Lift	60 - 90
	\$42,000.00	Case SV300 Vertical Lift	60 - 90
	\$56,000.00	Case TV380 Track - Vertical	60 - 90
The Victor L. Phillips Co.	\$34,600.00	Case SR240	90 - 120
	\$35,800.00	Case SV280	90 - 120
Potter Equipment Co.	\$33,124.97	Case SR240	60 - 90
G. W. Van Keppel Co.	\$32,991.00	Volvo MC110C (Tire)	60 - 90
	\$35,101.00	Volvo MC115C (Tire)	60 - 90
	\$38,555.00	Volvo MC135C (Tire)	60 - 90
	\$43,501.00	Volvo MCT125C (Track)	60 - 90
	\$50,034.00	Volvo MCT135C (Track)	60 - 90

Skid Steers

***3rd Renewal

Bid Tabulation

MULTIPLE AWARD BID**Bid Item 7****Skid Steer/Track Loader - minimum of 85 net horsepower**

	Amount	Description	Delivery ARO
Altorfer Inc.	\$51,200.00	Cat 272D2	120 - 140
	\$76,865.00	Cat 299D2	120 - 140
Bobcat Company	\$45,999.80	Bobcat S850	60 - 90
	\$57,542.80	Bobcat T870	60 - 90
	\$49,562.64	Bobcat A770	60 - 90
Bobcat of St. Louis	\$62,348.00	Takeuchi TL12 Rop	60 - 90
Crown Power and Equipment	\$56,540.00	Kubota SVL90-2 w/HD Bucket	60 - 90
John Deere Construction Retail !	\$43,991.05	John Deere 332G	60 - 90
	\$60,182.17	John Deere 333G Track	60 - 90
JCB of St. Louis	\$40,849.00	JCB 300 Wheeled	
	\$44,224.00	JCB 330 Wheeled	
	\$50,915.00	JCB 300T Tracked	
	\$53,377.00	JCB 320T Tracked	
Lauf Equipment	\$51,732.00	Gehl V400	30 - 60
Luby Equipment	\$52,500.00	Takeuchi TL10	60 - 90
	\$57,500.00	Takeuchi TL10C Cab	60 - 90
	\$59,500.00	Takeuchi TL10C - Hi Flow	60 - 90
	\$62,500.00	Takeuchi TL12	60 - 90
	\$67,500.00	Takeuchi TL12C Cab	60 - 90
	\$69,500.00	Takeuchi TL12C Hi Flow	60 - 90
The Victor L. Phillips Co.	\$42,250.00	Case SR270	90 - 120
	\$35,817.53	Case SV300	90 - 120
	\$52,950.00	Case TR340	90 - 120
	\$58,575.00	Case TV380	90 - 120

Skid Steers

Vendor Information

Company

Altorfer
3520 Moberly
Hannibal, MO 63401
573-248-7942
314-677-3366 (fax)

*** Service area includes Northeast District (**excluding** Audrain, Montgomery, Lincoln & Warren Counties)

Contact(s)

Brett Peters
Brian McGowan

E-Mail

bpeters@altorfer.com
bmcgowan@altorfer.com

MSRP 32%

Bobcat Company
250 E. Beaton Dr.
West Fargo, ND 58070
701-241-8746
701-280-7860 (fax)

*** Service area is statewide

Randy Fuss
Crystal Stram

randy.fuss@doosan.com
heather.messmer@doosan.com

MSRP 30%
MSRP 24% for Bobcat A770

Bobcat of St. Louis
1101 North Henway
Columbia, MO 65201
573-886-9435
573-886-9434 (fax)

*** Service area includes Northeast, Central and St. Louis Districts

Rob Bristow

rbristow@bobcatofstl.com

MSRP 20%

Crown Power and Equipment
1881 Prathersville Rd.
Columbia, MO 65202
573-443-4541
573-442-9754 (fax)

*** Service area includes Northeast and Central Districts

Jon LaFoy

jlafoy@crown-power.com

MSRP 28%

John Deere Construction Retail Sales
1515 th Ave.
Moline, IL 61265
309-765-0260
309-765-3358 (fax)

*** Service area is statewide

Jayne Osborne
Richard Murga

osbornejayne@johndeere.com
murgarichard@johndeere.com

MSRP 29%
MSRP 26% for Track Loaders

JCB of St. Louis
Division of Sievers Equipment Co.
7978 Veterans Memorial Parkway
St. Peters, MO 63376
636-281-4450
636-281-4453 (fax)

*** Service area is statewide

Mark Sievers

mark.sievers@sieversequipment.com

MSRP 14% to 16%

Pat Kelly Equipment Co.
5920 N. Lindbergy Blvd.
Hazelwood, MO 63042-3124
314-895-9500
314-895-4474 (fax)

*** Service area includes Northeast, Central, St. Louis and Southeast Districts

Bob Harter

bob@patkelly.com

MSRP New Holland 25% to 30%
MSRP Paladin 23%

Missouri Department of Transportation
Skid Steers
Vendor Information

Company	Contact(s)	E-Mail
<p>Lauf Equipment 541 W. Hwy 94 Jefferson City, MO 65101 573-635-6836 573-635-8538 <i>*** Service area is statewide</i></p>	<p>Terrance LePage</p>	<p>laufequipment@embarqmail.com</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;">MSRP 10%</div>
<p>Luby Equipment 2300 Cassens Dr. Fenton, MO 63026 636-343-9970 217-222-5650 (fax) <i>*** Service area includes Northeast, St. Louis and Southeast Districts</i></p>	<p>Jerry Jansen</p>	<p>jjansen@lubyequipment.com</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;">MSRP Case 30% MSRP Takeuchi 15%</div>
<p>Potter Equipment Co. 1155 S. Kansas Expressway Springfield, MO 65807 417-862-9275 417-862-2025 (fax) <i>*** Service area includes Southwest and Southeast Districts</i></p>	<p>Roger Potter Frank Jerome</p>	<p>roger@potterequip.com frank@potterequip.com</p>
<p>The Victor L. Phillips Co. 4100 Gardner Ave. Kansas City, MO 64120 816-241-9290 816-241-1738 (fax) <i>*** Service area includes Northwest, Kansas City, Central and Southwest Districts</i></p>	<p>Jason Beckner Lynn Oberman</p>	<p>jbeckner@vlpco.com loberman@vlpco.com</p>
<p>The G.W. Van Keppel Co. 1801 N. 9th Street Kansas City, KS 66101 913-281-4800 913-281-4815 (fax) <i>*** Service area includes Northwest, Kansas City, Central District (Camden, Cooper, Howard, Laclede, Moniteau, Morgan and Pulaski Only), Southwest, and Southeast (Douglas, Howell, Ozark, Texas, Wright Only) Districts</i></p>	<p>Kevin Kientz Nicole Patocka</p>	<p>kkientz@vankeppel.com npatocka@vankeppel.com</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;">MSRP 25%</div>

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-130326RW
DATE	March 12, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; March 26, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Robin Warren

BUYER TELEPHONE: 573-526-7929

BUYER EMAIL:
Robin.Warren@modot.mo.gov

Equipment

Skid Steers

To establish a contract to furnish "skid steers" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **skid steers** for the locations in the State of Missouri (listed in section 2.4.2 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., Local Time, March 26, 2013.**

RFB COORDINATOR:

**Robin Warren, Sr. General Services Specialist
Missouri Department of Transportation
General Services - Procurement**

**Phone: 573-526-7929
E-mail: Robin.Warren@modot.mo.gov**

1.2 General Information:

- 1.2.1 The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of Skid Steers in accordance with the requirements stated herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages / Specifications
 - 5) Vendor Information and Preference Certification Form
 - 6) Cooperative Purchasing Form
 - 7) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide *skid steers* on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

The contractor shall provide MoDOT with skid steers, in accordance with the attached specifications.

2.3 Required Specifications:

All materials, equipment, and/or services bid upon must comply with the attached MoDOT specification and any other provisions outlined in the solicitation documents.

2.4 Delivery Requirements:

2.4.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No deliveries will be received on Saturday, Sunday or state holidays.
- b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. All prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.
- c. The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
- d. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712

- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801

2.5 Contract/Purchase Order:

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
Attn: Kim Minnick

- 2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.7 Other Contractual Requirements:

2.7.1 Contract Period - Bid prices shall be firm for purchase until April 30, 2014 with up to three (3) one-year renewal option periods, or any portion therein. Renewal options are at the sole discretion of MoDOT.

2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments.

2.7.3 Escalation Clause - In the event the contractor requests a price increase during a contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.7.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8.1 Equipment Trade-In Allowance:

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.

- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

2.8.2 Equipment Refurbishments:

- a. If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

- 2.8.3 Please submit a complete parts and options list with detailed pricing information for each make/model of skid steers your company would be willing to provide. Please indicate on the Pricing Pages the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all skid steer equipment options available in your data book or pricing guides.

PRICING PAGES / SPECIFICATIONS

Item # 1 One new skid steer/track loader with minimum 25 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 2 One new skid steer/track loader with minimum 35 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 3 One new skid steer/track loader with minimum 45 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 4 One new skid steer/track loader with minimum 55 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 5 One new skid steer/track loader with minimum 65 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 6 One new skid steer/track loader with minimum 75 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 7 One new skid steer/track loader with minimum 85 net horsepower with universal quick detachable couplings by Coneqtec or equivalent., NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL _____

EACH \$ _____

OPTIONS

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Cold planer, Coneqtec Universal Model AP 100II or equivalent	
Option 2	Additional training modules	
Option 3		
Option 4		
Option 5		

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all skid steer/track loader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Warranty Information

Standard Warranty: _____

Begin Date: _____

Warranty coverage is as follows: (Example: Bumper to Bumper – what does it cover?)

Extended Warranty: _____

Begin Date: _____

Warranty coverage is as follows: (Example: Bumper to Bumper - what does it cover?)

Training – A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off-site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator and repair manuals must be hard copy and supplied with each individual unit.

All vendors shall provide a telephone number for technical assistance, manned during normal working hours (8AM to 4PM).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
Email Address:	Phone #:
Printed Name of Responsible Officer or Employee:	Cellular #:
For Corporations - State in which incorporated:	Fax #:
For Others - State of domicile:	Signature:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:	
<i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>	
MWBE INFORMATION: List all certified Minority or Woman Business Enterprises (MWBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the MWBE certifying agency:	
<u>MWBE Name</u>	<u>Percentage of Contract</u>
	<u>MWBE Certifying Agency</u>
<i>If additional space is required, please attach an additional sheet and identify it as MWBE Information.</i>	

Preference Certification

All bidders must furnish ALL applicable information requested below

GOOD PRODUCTS MANUFACTURED OR PRODUCED (GMP): If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the M-TC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MoDOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer skid steers listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the skid steers meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000c and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with

written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of February

20 17

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


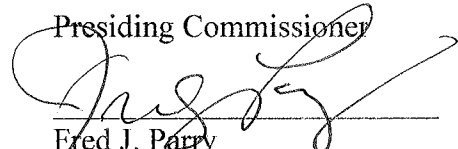
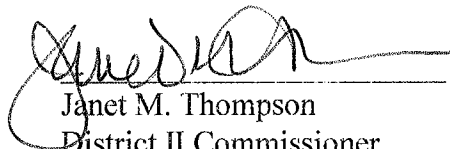
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 7/2017 to establish a Term and Supply contract for Collision Repair Services with Bopp Collision Repair, LLC of Columbia, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 21st day of February, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

81-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: February 9, 2017
RE: **7/2017- Collision Repair Services – Term and Supply**

Sheriff's Department and Public Works requests permission to utilize the **City of Columbia Missouri Contract 7/2017** to establish a Term and Supply contract for Collision Repair Services with Bopp Collision Repair, LLC of Columbia Missouri.

Cost of the Term and Supply contract will be paid from:

Department 2040 – Maintenance Operations- Public Works, account 59100 – vehicle repair and maintenance – budgeted portion of \$9,000 and insurance amounts,

Department 1251, Sherriff, account 59100 – vehicle repair and maintenance, budgeted \$38,800 and

Department 1255- Corrections, account 59100- vehicle repair and maintenance, budgeted \$5,300

att: Bid Tab

cc: Greg Edington, Public Works
Gary German, Sheriff
Bid File

**PURCHASE AGREEMENT
FOR
COLLISION REPAIR
TERM AND SUPPLY**

THIS AGREEMENT dated the 21ST day of February, 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bopp Collision Repair, 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 a term and supply contract for the furnishing of **collision repair services** in compliance with all bid specifications and any addenda issued for the City of Columbia, Request for Quotation number **7/2017** as well as Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization. All such documents shall constitute the contract documents which are 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 and the City of Columbia Request for Quotation number **7/2017** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through November 30, 2017** 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 and then on a month to month basis for a maximum of (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with collision repair services. These services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Automotive Collision Repair Firm, fixed labor rate per hour Normal business hours (Monday – Friday)	\$45.00 / hour
Automotive Collision Repair Parts: Firm, fixed percentage mark-up over dealer cost.	15%
Mileage/service charge for work performed inside or outside City limits	\$0.00
Hazardous Waste Fee	\$3.00 / per repair order

4. **Rates and Charges** - Contractor agrees to provide collision repair services in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty (30) days of receipt. 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

81-2017

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 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.

7. **Termination** - This agreement may be terminated by the County upon thirty (30) 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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

BOPP COLLISION REPAIR, LLC

by Keri L Bopp
title OWNER

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

J. Blum
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane Patchford by jz 02/09/17 2040, 1251, 1255 / 59100 Term/Supply
Signature Date Appropriation Account

STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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 advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **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.
17. **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.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 shall 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 shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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 state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business 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; non-owned and both on and off the site of work.

Garage Keepers Liability - The Contractor agrees to maintain Garage Keepers Liability with limits of \$500,000 for each comprehensive and collision limits and Garage Liability in place of Commercial General Liability with limits of \$1,000,000 per occurrence, \$3,000,000 aggregate.

Subcontractors: 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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this 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.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, 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 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 contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Collision Repair T&S

RFQ NUMBER: 7/2017

11/28/2016

CONTRACT PERIOD: 12/1/2016 through 11/30/2017

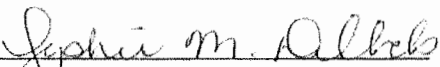
The City of Columbia hereby accepts the attached bid submitted by Bopp Collision Center, LLC in response to attached RFQ #7/2017 for line items indicated herein.

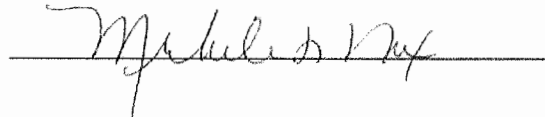
Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	LINE ITEMS AWARDED	VENDOR NUMBER	CONTRACTOR NAME
7/2017	All line items	30330	Bopp Collision Repair, LLC 1800 Commerce Ct. Columbia, Missouri 65202 Kevin Bopp P: 573-338-3322 F: 573-443-2625 rkbopp@aol.com

PAYMENT TERMS: Net 15

DELIVERY: 24 Hours


Sophie M. Dubbels
Procurement Officer
573-874-7687



cc: Mike Guilford

City of Columbia Purchasing (City of Columbia) Supplier Response

OPTIVIEW

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sophie Dubbels	Address		Address	
Email	smdubbel@gocolumbiamo.com	Contact		Contact	
Phone	1 (573) 874 7687	Department		Department	
Fax		Building		Building	
Bid Number	7/2017 Addendum 1	Floor/Room		Floor/Room	
Title	Collision Repair Term & Supply	Telephone		Telephone	
Bid Type	RFQ-F	Fax		Fax	
Issue Date	10/14/2016 05:00 PM (CT)	Email		Email	
Close Date	11/16/2016 02:00:00 PM (CT)				
Need by Date	01/01/0001				

Supplier Information

Company Bopp Collision Center LLC
 Address 1800 Commerce Ct

 Columbia, MO 65202
 Contact Kevin Bopp
 Department
 Building
 Floor/Room
 Telephone (573) 338-3322
 Fax (573) 443-2625
 Email Kevin@BoppCollision.com
 Submitted 10/31/2016 10:29:44 AM (CT)
 Total \$63.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kevin L Bopp

Email rkbopp@aol.com

Supplier Notes

I would like to be present when bids are opened.

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE RFQ LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Accept
2	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with collision repair services, as needed and as requested, from date of award through one year. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
4	Payment Terms	Indicate Payment Terms:	net 15
5	Delivery ARO (After Receipt of Order)	Bidder shall state the delivery time for the equipment and service quoted, complete and ready for operation, after receipt of order.	24hrs
6	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor 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. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor 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. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	agree to comply // Member of Everfi
7	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgmen

- | | | | |
|----|----------------------------------|---|--|
| 8 | Contract Administration Contract | Bidder shall provide the contact information for the person in the firm responsible for contracting and authorizing renewals of the contract. | Kevin Bopp
573-338-3322
573-443-2623
Kevin@BoppCollision.com
1800 Commerce Ct Columbia Mo
65202 |
| 9 | Warranty | Please provide warranty information, if any. Indicate "None" if no warranty is offered. | We will Warranty workmanship for 2 years from date of completion and a lifetime paint warranty. |
| 10 | Evaluation and Award | Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia. | agree I would like to be present when bids are opened. |
| 11 | W-9 Submission | Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205. | uploaded |
| 12 | Cooperative Contract Pricing | Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) | Agree |
| 13 | Addendums | Bidders shall note the changes outlined in Addendum No.1 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line. | x |

Line Items

#	Qty	UOM	Description	Response
1	1	Per HR	Automotive Collision Repair Firm, fixed labor rate per hour Normal Business Hours (Monday – Friday)	\$45.00
Item Notes:				
Supplier Notes:				
2	1	%	Automotive Collision Repair Parts: Firm, fixed percentage mark-up over dealer cost.	\$15.00
Item Notes:				
Supplier Notes:				
3	1	EA	Mileage/service charge for work performed inside City limits Indicate if you are quoting per mile or a flat rate in Item Notes.	\$0.00
Item Notes:				
Supplier Notes: No charge				
4	1	EA	Mileage/service charge for work performed outside City limits Indicate in Item Notes if you are quoting per mile or a flat rate.	\$0.00
Item Notes:				
Supplier Notes: no Charge				
5	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Grissum Building 1313 Lakeview Ave Columbia, MO 65201	\$0.00
Item Notes:				
Supplier Notes: No charge				
6	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Waste Water Treatment Plant 4900 West Gillespie Bridge Road Columbia, MO 65203	\$0.00
Item Notes:				
Supplier Notes: No Charge				

7	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Water & Light Distribution 1514 Business Loop 70 E. Columbia, MO 65201	\$0.00
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Item Notes:

Supplier Notes: No Charge

8	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Parks Management Center 1507 Business Loop 70 W. Columbia, MO 65201	\$0.00
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Item Notes:

Supplier Notes: No Charge

9	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Columbia Sanitary Landfill 7600 Peabody Road Columbia, MO 65202	\$0.00
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Item Notes:

Supplier Notes: No Charge

10	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Columbia Regional Airport 11300 South Airport Drive Columbia, MO 65201	\$0.00
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Item Notes:

Supplier Notes: No Charge

11	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Water Treatment Plant 6851 W. Route K Columbia, MO 65203	\$0.00
----	---	--------------	---	--------

Item Notes:

Supplier Notes:

12	1	PER REPAIR ORDER	Hazardous Waste Fee	\$3.00
----	---	------------------------	---------------------	--------

Item Notes:

Supplier Notes:

Response Total:	\$63.00
-----------------	---------

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Cole)
State of Missouri) SS.

My name is Kevin L Bopp. I am an authorized agent of Bopp Collision Center (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Kevin L Bopp
Affiant

Kevin L Bopp
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Cole

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

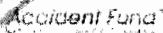
Subscribed and sworn to me this 24 day of Oct, 2016.

My Commission expires April 28, 2017.



M. JONES
My Commission Expires
April 28, 2017
Cole County
Commission #13478213

[Signature]
(Notary Public)



Estal Insurance & Financial Services Inc

WORKERS' COMPENSATION QUOTE

To: BOPP COLLISION CENTER LLC
From: Accident Fund National Ins Co
Agency: Estal Insurance & Financial Services Inc
Agency Code: 9041081
Agency Contact: RSTEBERG
Date: Friday, September 09, 2016
Insured: BOPP COLLISION CENTER LLC
Quote Id: 2373781-00
City/State: COLUMBIA, MO
FEIN SSN: 497760201
Effective Date: 09/15/2016
Expiration Date: 09/15/2017

ACCIDENT FUND NATIONAL INS CO is pleased to present your Workers Compensation Insurance coverage in the state of MO.

Premium: \$3,535.00

Workers' Compensation: \$596.00

Deduction Plan:

Payment Plan: Direct Bill - 4 Pay (Deposit 25%)

Table with 3 columns: Each Accident, Disease - Policy Limit, Disease - Each Employee. Values: \$1,000,000.00, \$1,000,000.00, \$1,000,000.00

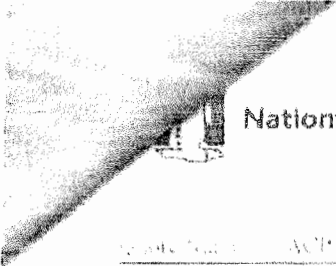
Table with 4 columns: Installment #, Date Due, Installments, Amount. Rows 1-4 showing installment schedule.

Total Installments: \$3,535.00

A per bill fee may apply

1 Pay (Direct Bill)
2 Pay (Direct)
Direct Bill - 4 Pay
AccuPremium:

Table with 6 columns: State, Location, Class Code, Class Description, Rate per \$100, Est. Annual Premium. Lists various insurance classes and their costs.



Nationwide*

Estal Insurance and Financial Servi
Randy Sieberg
(573) 447-4990
rsieberg@midaminsurance.com

Bopp Collision Center, LLC
Commercial Insurance Proposal

Policy No. ACP 500 17136

Effective: 09/15/2016 to 09/15/2017

Account Summary

Nationwide would like to thank you for giving us the opportunity of providing you with a quotation for your Commercial Insurance needs. Through the information provided from your insurance professional, Nationwide has developed your Commercial Portfolio. This Portfolio contains the following coverages at the premiums shown below.

Coverage Type	Policy Prefix	Company	Premium
Premier Businessowners Commercial Umbrella	BPAL	Allied Insurance Company of America	\$ 3,425.00 \$ 350.00
Total Premium:			\$ 3,775.00

Nationwide offers flexible payment plans to meet your needs.

Payment Plan	Down Payment Needed To Issue	Additional Installments
Monthly - 12 pay plan	17% of the policy premium (\$620.00)	10
Monthly - 9 pay plan	23% of the policy premium (\$842.00)	8
Quarterly - 4 pay plan	25% of the policy premium (\$944.00)	3
Semi-annual - 2 pay plan	50% of the policy premium (\$1,888.00)	1
Annual - 1 pay plan	100% of the policy premium (\$3,775.00)	0

Note that in states where required by law, the down payment will include the full amount of all taxes, surcharges, and fees.

Nationwide also offers you the flexibility of paying for your insurance installments using your American Express®, Visa® or MasterCard®, or with monthly electronic funds transferred from the bank account you designate.

Attention: AGENT
Please send customer down payment to the following address:

Nationwide
One Nationwide Gateway Dept 5307
Des Moines, IA 50391-5307



INSURANCE BINDER

DATE (MM/DD/YYYY)
09/09/2016

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Mid-America Specialty Markets 2800 Forum Blvd., Suite 4B Columbia MO 65203		COMPANY NATIONWIDE / ACCIDENT FUND		BINDER #	
PHONE (A/C. No. Ext): (573) 447-4990		FAX (A/C. No.): (573) 447-4998		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #	
CODE: AGENCY CUSTOMER ID: 1377		SUB CODE:		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location)	
INSURED AND MAILING ADDRESS Bopp Collision Center, LLC 1800 Commerce Court Columbia MO 65202		BODY SHOP			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	BUSINESS PERSONAL PROPERTY	1,000	80	300,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GARAGE KEEPERS	DIRECT PRIMARY BASIS \$200,000 COMP/COLL \$500/\$2500 DED RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1,000,000 \$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<i>①</i> <i>Warranty - \$3775 - Nationwide EFT with damage - from JFF bank</i>	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL	<i>②</i> <i>Accident fund will send Bill</i>	ACTUAL CASH VALUE STATE AMOUNT		\$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE AGGREGATE SELF INSURED RETENTION		\$ 1,000,000 \$ 1,000,000 \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
SPECIAL CONDITIONS / OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS PROVIDED TO NAMED INSURED	<input type="checkbox"/> MORTGAGE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Randy (Shirley)</i>	

2016 BOONE COUNTY MERCHANT LICENSE

Owner.... BOPP COLLISION CENTER, LLC

License..... 2016 8220

Location. BOPP COLLISION CENTER
1800 COMMERCE CT
COLUMBIA MO 65202-0000

Sales Tax Id.. 23116200

BOPP COLLISION CENTER
1800 COMMERCE CT
COLUMBIA MO 65202-0000

Applicant..... KEVIN L BOPPP

This license authorizes the business shown above to vend goods, wares and merchandise at any one place within Boone County.

BY ORDER OF THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

Effective Date: 9/13/2016

Expiration Date: 12/31/2016

SEAL

Not valid unless marked
paid by Collector
* * * * * PAID * * * * *
* * * * * SEP 13 2016 * * * * *
* * * BOONE COUNTY COLLECTOR * * * * *
BRIAN MCCOLLUM

Attest:
Wendy S. Noren, County Clerk
BY: Wendy S. Noren

Total 25.00

Brian McCollum, County Collector
BY: Brian McCollum

June Pitchford, County Auditor
BY: June Pitchford

BILL NO. 2016 M 2350

This license must be posted in a conspicuous place in the business herein described

BUSINESS COPY

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF ORGANIZATION

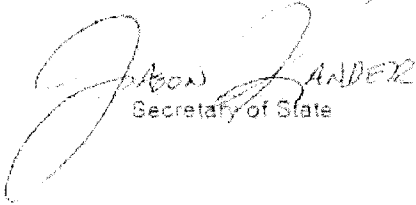
WHEREAS,

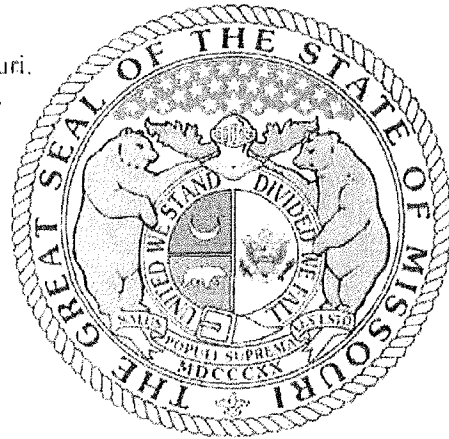
Bopp Collision Center LLC
LC001502869

filed its Articles of Organization with this office on the 11th day of August, 2016, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Jason Kander, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 11th day of August, 2016, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 11th day of August, 2016.


Secretary of State



Form **W-9**
 (Rev. October 2007)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above Bopp Collision Center LLC	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C-disregarded entity, C-corporation, S-partnership) P <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
1800 Commerce Ct	
City, state, and ZIP code	
Columbia Mo 65202	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
81	3531609

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Kevin L Bopp* Date ▶ *10-23-2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS
ADDENDUM #1 RFQ: 7/2017
Collision Repair T&S

Bidders shall note the following information in regard to the above Request for Quotation and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their quotation, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system online.

The following revisions shall be referred to as part of the Quotation/Contract Documents.

Line Item 2 originally read:

Automotive Collision Repair

Parts: Firm, fixed percentage mark-up over dealer list price (dealer cost).

The correct wording for Line 2 is:

Automotive Collision Repair

Parts: Firm, fixed percentage mark-up over dealer cost.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 have been incorporated in their quotation and are a part of Request for Quotation No. 7/2017. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm Bopp Collision Center Date 1031-2016

Signed Keith Bopp

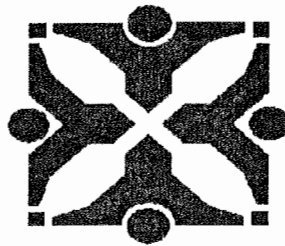


Company ID Number: 1122957

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bopp Collision Center LLC
Company Facility Address	1800 Commerce Ct Columbia, MO 65109
Company Alternate Address	4904 Westport Dr Jefferson City, MO 65109
County or Parish	BOONE
Employer Identification Number	813531609
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

OPTIVIEW

REQUEST FOR QUOTATION
7/2017 - COLLISION REPAIR TERM & SUPPLY
FOR THE
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
CALE TURNER, CPPB
PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

MIKE GUILFORD
FLEET MANAGER
PUBLIC WORKS

MICHELE NIX
DIRECTOR OF FINANCE

SOPHIE DUBBELS
PROCUREMENT OFFICER
(573) 874-7687
Sophie.Dubbels@CoMo.Gov

Request For Quotation No. 7/2017
Closing Date: 2:00 p.m. CST, Wednesday, November 16th, 2016

1. INTRODUCTION

1.1 PURPOSE

The City of Columbia seeks bids from qualified bidders for collision repair services for the City of Columbia Fleet Division.

2. GENERAL REQUIREMENTS

2.1 TERM AND SUPPLY CONTRACT CONDITIONS

Term and supply contract for furnishing City of Columbia with collision repair as needed and as requested, from date of award through one year. Bidder agrees prices will be firm for the first year of the contract period.

2.2 RENEWAL OPTIONS

The contract is subject to renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, past vendor service, etc.

This contract may also be canceled by the City upon ten (10) days written notice to the vendor for noncompliance to these requirements, delivery problems, or other just cause so deemed by the City. The buyer shall notify the vendor of the City's intent to exercise the option to renew sixty (60) days in advance of the contract expiration date in order that the necessary planning, scheduling, and mutually agreed changes may be made. However, failure to notify does not waive the right to exercise an option, provided that notice is given prior to the expiration date of the contract.

2.3 PAYMENT TERMS

The bidder shall indicate payment terms.

2.4 DELIVERY

Bidder shall state the delivery time for the equipment and service quoted, complete and ready for operation, after receipt of purchase order.

2.5 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

A. Contractor 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.

B. As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

C. Contractor shall require each subcontractor to affirmatively state in its contract with contractor 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. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.

2.7 CERTIFICATE OF INSURANCE REQUIREMENT ACKNOWLEDGMENT

The City of Columbia's insurance requirements are listed in section 2.8 of this Request for Quotation. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

2.8 INSURANCE REQUIREMENTS

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

A. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

B. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

C. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

D. 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 endorse the City as an Additional Insured on the

Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

F. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

G. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

H. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

2.9 CONTRACT ADMINISTRATION CONTACT

Bidder shall provide the contact information for the person in the firm responsible for contracting and authorizing renewals of the contract.

2.10 WARRANTY

Bidder shall provide warranty information. Indicate "None" if no warranty is offered.

3. SCOPE OF WORK

3.1 ITEM DESCRIPTION

Contractor shall provide collision repair services for the City of Columbia Fleet Division. The contractor shall provide service to the sole satisfaction of the City of Columbia.

3.2 ORDERS

Purchase orders will be issued to the company signing and submitting this bid form and subsequently winning this bid. The invoice must be submitted by the company shown on the purchase order.

4. BIDDER INSTRUCTIONS / EVALUATION AND AWARD

4.1 INSTRUCTIONS

Bidders are encouraged to use the electronic bid system for submitting bids and must complete all required fields. No fax or e-mail responses will be accepted. If you choose to submit manually (hard paper copy), print this RFQ in its entirety, complete and submit to Purchasing, 701 E. Broadway, 5th floor, Columbia, MO 65201, by the bid closing date and time. Bids must be in sealed envelope and have the bid number and description clearly labeled on the outside of the envelope.

All bids shall be quoted FOB Destination, City of Columbia, Missouri.

Bidders shall complete Exhibit A (W-9 form) and Exhibit B (Work Authorization Affidavit), and submit these documents with their bid response.

The bidder should provide a current W-9 using any of the following methods: by uploading and attaching to bid response; by emailing the W-9 to the buyer named on the cover page of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201.

4.2 EVALUATION

Failure to provide all requested information may be cause for rejection of bid.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s).

PRICING PAGE

To furnish all labor, materials, and services necessary to complete the work described in this bid document, state firm fixed unit pricing for the items in the following table:

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
1	Automotive Collision Repair Firm, fixed labor rate per hour Normal Business Hours (Monday – Friday)	Per HR
2	Automotive Collision Repair Parts: Firm, fixed percentage mark-up over dealer list price (dealer cost).	%
3	Mileage/service charge for work performed inside City limits Indicate in Unit Price column if you are quoting per mile or a flat rate.	
4	Mileage/service charge for work performed outside City limits Indicate in Unit Price column if you are quoting per mile or a flat rate.	
5	Mileage/service charge for work performed at City of Columbia location below: Grissum Building 1313 Lakeview Ave Columbia, MO 65201	Flat Rate
6	Mileage/service charge for work performed at City of Columbia location below: Waste Water Treatment Plant 4900 West Gillespie Bridge Road Columbia, MO 65203	Flat Rate
7	Mileage/service charge for work performed at City of Columbia location below: Water & Light Distribution 1514 Business Loop 70 E. Columbia, MO 65201	Flat Rate
8	Mileage/service charge for work performed at City of Columbia location below: Parks Management Center 1507 Business Loop 70 W. Columbia, MO 65201	Flat Rate

9	Mileage/service charge for work performed at City of Columbia location below: Columbia Sanitary Landfill 7600 Peabody Road Columbia, MO 65202	Flat Rate
10	Mileage/service charge for work performed at City of Columbia location below: Columbia Regional Airport 11300 South Airport Drive Columbia, MO 65201	Flat Rate
11	Mileage/service charge for work performed at City of Columbia location below: Water Treatment Plant 6851 W. Route K Columbia, MO 65203	Flat Rate
12	Hazardous Waste Fee	Per Repair Order

COOPERATIVE CONTRACT PRICING

Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative?

(Not responding to this question will not impact the evaluation of this bid.)

YES____ NO____

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

BIDDERS SIGNATURE:

FIRM: _____

INDIVIDUAL: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., 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.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
12. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
13. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor 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 Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

City of Columbia Purchasing

Bid Information

Bid Owner: Sophie Dussale
Email: ems@tel@cityofcolumbiamo.com
Phone: 1(573) 876-7697
Fax:
Bid Number: W2017
Title: Collision Repair Form & Supply
Bid Type: RFG-F
Issue Date: 10/14/2016
Close Date: 11/16/2016 02:00:00 PM (CT)

Contact Information

Address:
Contact Department:
Building:
Floor/Room:
Telephone:
Fax:
Email:

Ship to Information

Address:
Contact Department:
Building:
Floor/Room:
Telephone:
Fax:
Email:

Supplier Information

Company Name:
Contact Name:
Address:

Telephone:
Fax:
Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY (hard paper copy) PRINT THE RFO LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 8TH FLOOR, COLUMBIA, MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	RFG 7.2017 Collision Repair T&S.pdf	RFG #7/2017
Header	E-Verify Exhibit.pdf	E-Verify Exhibit and Affidavit
Header	Standard Risk Insurance Clause 2015 (3).pdf	Insurance Requirements

Bid Attributes

Please review the following and respond where necessary:

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions (Required)
2	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with collision repair services, as needed and as requested, from date of award through one year. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. (Required)
3	Renewal Options	Term & Supply Contract Renewal Option: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, next vendor service, etc. This contract may be canceled by the City upon 30 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause as deemed by the City. (Required)
4	Payment Terms	Indicate Payment Terms: (Required)
5	Delivery APO (with Receipt of Order)	Bidder shall state the delivery time for the equipment and service quoted, complete and ready for operation, after receipt of order. (Required)
6	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.500 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. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor 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. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply. (Required)
7	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein. (Required)

- 8 Contract Administration Contract Bidder shall provide the contact information for the person _____ (Required)
in the firm responsible for contracting and authorizing
renewals of the contract.
- 9 Warranty Please provide warranty information, if any. Indicate _____ (Required)
"None" if no warranty is offered.
- 10 Evaluation and Award Evaluation will be made on service specifications, past _____ (Required)
experience with the bidder, price and lead times. Award
will be made to the lowest and best, overall responsive
and responsible bidder(s). The award may be placed with
more than one vendor if it is deemed in the best interest of
the City of Columbia.
- 11 W-9 Submission Provide a current W-9 using any of the following methods: _____ (Optional)
by uploading and attaching to their bid response; by
emailing the W-9 to the Buyer named on page 1 of this
document; or by mailing to the City of Columbia
Purchasing Division, 701 E. Broadway, 5TH Floor,
Columbia, MO 65205.
- 12 Cooperative Contract Pricing Would you be willing to offer the same pricing to members _____ (Optional)
of the Mid-Missouri Public Purchasing Cooperative?
(Not responding to this question will not impact the
evaluation of this bid.)

Line Items

#	Qty	UOM	Description	Response
1	1	Per HR	Automotive Collision Repair Firm, fixed labor rate per hour Normal Business Hours (Monday – Friday)	
		Manufacturer:	Manufacturer #:	\$ _____ (Optional) Unit Price
		Supplier Notes:		
2	1	%	Automotive Collision Repair Parts: Firm, fixed percentage mark-up over dealer list price (dealer cost).	
		Manufacturer:	Manufacturer #:	\$ _____ (Optional) Unit Price
		Supplier Notes:		
3	1	EA	Mileage/service charge for work performed inside City limits Indicate if you are quoting per mile or a flat rate in Item Notes.	
		Manufacturer:	Manufacturer #:	\$ _____ (Optional) Unit Price
		Supplier Notes:		
4	1	EA	Mileage/service charge for work performed outside City limits Indicate in Item Notes if you are quoting per mile or a flat rate.	
		Manufacturer:	Manufacturer #:	\$ _____ (Optional) Unit Price
		Supplier Notes:		
5	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Crissum Building 1313 Lakeview Ave Columbia, MO 65201	
		Manufacturer:	Manufacturer #:	\$ _____ (Optional) Unit Price
		Supplier Notes:		

6	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Waste Water Treatment Plant 4900 West Gillaspis Bridge Road Columbia, MO 65203	Manufacturer #: Manufacturer #: Supplier Notes:	\$ _____ (Optional) Unit Price
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7	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Water & Light Distribution 1514 Business Loop 70 E. Columbia, MO 65201	Manufacturer #: Manufacturer #: Supplier Notes:	\$ _____ (Optional) Unit Price
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8	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Parks Management Center 1507 Business Loop 70 W. Columbia, MO 65201	Manufacturer #: Manufacturer #: Supplier Notes:	\$ _____ (Optional) Unit Price
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9	1	FLAT RATE	Mileage/service charge for work performed at City of Columbia location below: Columbia Sanitary Landfill 7600 Peabody Road Columbia, MO 65202	Manufacturer #: Manufacturer #: Supplier Notes:	\$ _____ (Optional) Unit Price
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of February

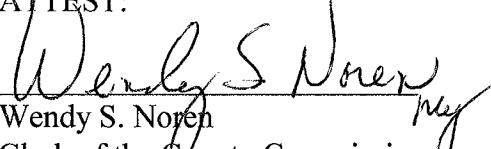
20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, February 23, 2017, at 8:30 a.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(20) - The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property and RSMo. 610.021(21) - Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open.

Done this 21st day of February, 2017.

ATTEST:

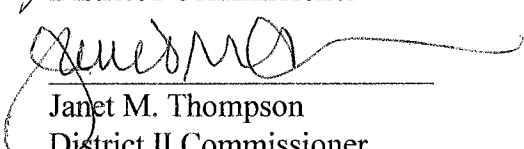

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner