

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20

16

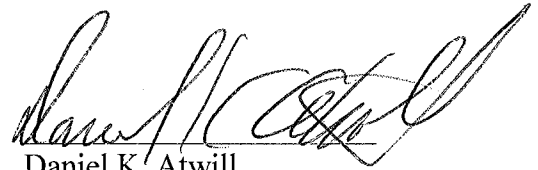
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize November 13-16, 2016 as Geography Awareness Week and November 16, 2016 as Geographic Information Systems (GIS) Day.

Done this 15th day of November, 2016.

ATTEST:

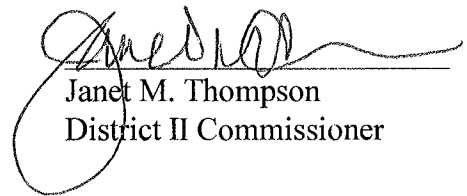
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
NOVEMBER 13-19, 2016 AS
GEOGRAPHY AWARENESS WEEK
AND NOVEMBER 16, 2016 AS
GEOGRAPHIC INFORMATION SYSTEMS (GIS) DAY**

- Whereas,* the week of November 13-19, 2016, has been elected Geography Awareness Week and the day of November 16, 2016 has been elected as Geographic Information Systems (GIS) Day; and
- Whereas,* the world is increasingly interconnected and interdependent, but too many students lack understanding of the world's geography within and beyond our country's borders; and
- Whereas,* Geography Awareness Week promotes geo-literacy and education in the nation's schools and communities, which is an essential part of a 21st century education, and has been a congressionally-mandated week since 1987; and
- Whereas,* Geographic Information Systems (GIS) technologies are a powerful tool for supporting emergency services, homeland security, economic development, environmental protection, crime mapping, healthcare, long-range planning, and much more; and
- Whereas,* teachers, students, and communities across Boone County will gain further understanding about how our world is made up of interconnected human and natural systems, with special emphasis this year on the 2016 theme of *Explore the Power of Parks* using resources developed by the National Geographic Society, the Missouri Geographic Alliance, and other committed organizations during Geography Awareness Week and throughout the school year;
- Therefore,* the Boone County Commission does hereby declare November 13-19, 2016 as Geography Awareness Week and Wednesday, November 16, 2016 as GIS Day in Boone County. The Boone County Commission also encourages all citizens to participate in this special observance with students, sharing in their geographic research and academic achievement.

IN TESTIMONY WHEREOF, this 15th day of November, 2016.



ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

Daniel K. Atvill
Daniel K. Atvill, Presiding Commissioner

Karen M. Miller
Karen M. Miller, District I Commissioner

Janet M. Thompson
Janet M. Thompson, District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 440 E. Clearview Drive, parcel #11-619-24-01-042.00 01

Done this 15th day of November, 2016.

ATTEST:

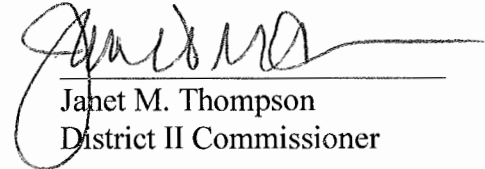
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	November Session
440 E. Clearview Drive)	October Adjourned
Columbia, MO 65202)	Term 2016
)	Commission Order No. <u>520-2016</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of November 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 440 E. Clearview Drive, a/k/a parcel# 11-619-24-01-042.00 01, Section 24, Township 49, Range 13 as shown in deed book 3761 page 0221, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of September to the property owner and the 19th day of September to the lien holder.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.


Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

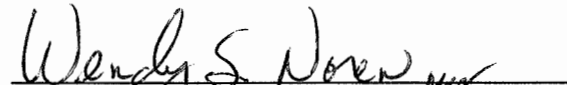
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 10/25/16 @ ~ 3:00 pm
440 E. Clearview Drive

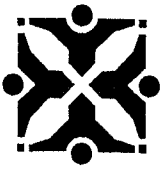


Photographs taken 10/25/16 @ ~ 3:00 pm
440 E. Clearview Drive



Billy D. Turner and Cardena F. Comley/USDA
440 E. Clearview
Health Department nuisance notice - timeline

- 08/10/16: citizen complaint received
- 09/07/16: initial inspection conducted
- 09/13/16: notice of violation sent to owner and lien holder, return receipt requested
- 09/15/16: owner signed for notice
- 09/19/16: lien holder signed for notice
- 10/05/16: 2 additional citizen complaints received
- 10/25/16: reinspection conducted – violation not abated - photographs taken at ~ 3:00 pm
- 10/27/16: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Anita J. Dunning, State Director
Rural Development – USDA
4617 S. Clark
Mexico, MO 65265

An inspection of the property you hold a lien on located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on September 7, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27th day of October 2016 by mn.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Billy D. Turner and Cardena F. Comley
440 E. Clearview Drive
Columbia, MO 65202

An inspection of the property you own located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on September 7, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27th day of October 2016 by MN.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Billy D. Turner and Cardena F. Comley
440 E. Clearview Drive
Columbia, MO 65202

An inspection of the property you own located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on September 7, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13th day of

September 2016 by MD.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail-Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

COLUMBIA, MO
 SEP 13 2016
 Postmark Here

7015 0640 0003 3645 8240

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$ **6.46**

Sent To
 Street and
 City, State
Billy Turner & Cardena Comley
440 E. Clearview Dr.
Columbia, MO 65202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery PT-15</p>
<p>1. Article Addressed to:</p> <p>Billy Turner & Cardena Comley 440 E. Clearview Dr. Columbia, MO 65202</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0003 3645 8240</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Anita J. Dunning, State Director
Rural Development - USDA
4617 S. Clark
Mexico, MO 65265

An inspection of the property you hold a lien on located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on September 7, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13th day of September 2016 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

COLUMBIA MISSOURI
SEP 13 2016
65201-9098 USPS

7015 0640 0003 3645 8257

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ 6.46

Sent To Anita Dunning, State Director

Street Address Rural Development-USDA

City, State Mexico, MO 65265

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Anita Dunning, State Director
Rural Development-USDA
4617 S. Clark
Mexico, MO 65265



9590 9403 0209 5146 9875 49

2. Article Number (Transfer from service label)

7015 0640 0003 3645 8257

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) Sally Spease

C. Date of Delivery 9/19/16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Mail Restricted Delivery (0)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery



- 6760
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6760 Status: Open Entity: City of Columbia

Description: 440 Clearview

Comments

Deputy Zak Rodgers 228 4074 says B. Turner trash and odor worse than normal. Buckets on water

Call Details

Call type: CE-County Nuisance
Entry date/time: 08/10/2016 08:23:06
Entry user ID: Niles, Michelle M Health -
Origin:
Work group: Environmental Health

Contact Information

Q Contact ID: 154830
Contact name: Undefined
Q From phone: (057) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health B

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

- Print
- < Cancel
- X Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



- 6851
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6851 Status: Closed Entity: City of Columbia
Description: 440 Clearview
Comments
Lots of junk in the yard. already notice out on this property

Call Details

Call type: CE-County Nuisance
Entry date/time: 10/05/2016 10:35:43
Entry user ID: Niles, Michelle M Health
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date: 10/10/2016
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health E

Close Information

Close date/time: 10/10/2016 09:46:19
Close user: Vellema, Kristine - Health Enviro
Elapsed time: 4 Days 23 Hrs 11 Hins
Action taken: CALL COMPLETED

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry

- 6850
 - Events
 - Email log
 - Reminders
 - Work requests
-
- Print
 - Cancel
 - Exit
 - Refresh
 - Toggle Inform...
 - Contact Inquiry

Call Information

Call ID: 6850 Status: Open Entity: City of Columbia
Description: 440 Clearview Dr.
Comments
Junk all over the yard. Cathy 819 4820

Call Details

Call type: CE-County Nuisance
Entry date/time: 10/05/2016 08:33:05
Entry user IO: Niles, Michelle M Health - ..
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
Fron phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health E

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 11-619-24-01-042.00 01

Property Location 440 E CLEARVIEW DR

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **TURNER BILLY D & CARDENA F COMLEY**
 Address **440 E CLEARVIEW DR**
 City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page

Section/Township/Range **24 49 13**
 Legal Description **CLEARVIEW PLAT 2
 LOT 24**

Lot Size **80.00 x 125.00**

Deed Book/Page

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,500	57,300	71,800	RI	2,755	10,887	13,642
Totals	14,500	57,300	71,800	Totals	2,755	10,887	13,642

**Most Recent Tax Bill(s)
 Residence Description**

Year Built	1969		
Use	SINGLE FAMILY (101)		
Basement	FULL (4)	Attic	NONE (1)
Bedrooms	3	Main Area	960
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	6	Total Square Feet	960

Copyright © 2016 Boone County, Missouri. All rights reserved.
 This Web application was developed by [Boone County](#).



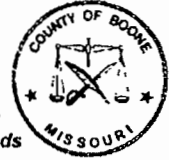
Recorded in Boone County, Missouri

Date and Time: 01/25/2011 at 09:36:03 AM
Instrument # 2011001518 Book 3761 Page.221

Grantor LALLY, TREVOR
Grantee TURNER, BILLY D

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 21st day of January, 2011, by and between
Trevor Lally, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Billy D. Turner and Cardena F. Comley, as joint tenants with rights of survivorship

Grantee(s),

Grantee'(s) address: 440 E Clearview Dr Columbia, MO 65202
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

Lot Twenty-four (24) of CLEARVIEW SUBDIVISION PLAT TWO (2) as shown by Plat recorded in Plat Book 10, Page 93, Records of Boone County, Missouri

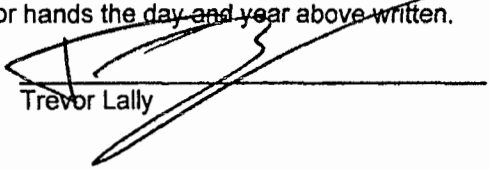
Boone County, Missouri
Unofficial Document **BOONE COUNTY MO JAN 25 2011**

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2011 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written.


Trevor Lally

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 21st day of January, 2011, before me personally appeared:
Trevor Lally, a single person

to me known to be the person or persons described in and who executed the same as his
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

MAUREEN A. DALTON
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission #10524787
Commission Expires 10-7-2014

My Commission Expires:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 15th day of November 20 16

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

Now on this day the County Commission of the County of Boone does hereby award bid 44-25OCT16 – Vehicle Mechanic Repair Services Term & Supply to Joe Machens Ford for repairs requiring OEM and brand specific parts and technical service and to Big O Tires for convenience repairs.

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

Done this 15th day of November, 2016.

ATTEST:

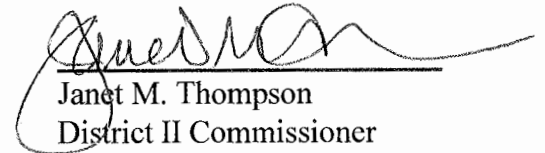
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 2, 2016 November 9, 2016
RE: 44-25OCT16 – Vehicle Mechanic Repair Services – Term and Supply

44-25OVT16- Vehicle Mechanic Repair Services opened on October 25, 2016. Two bids were received. Public Works and Sheriff Department recommend award to Joe Machens Ford for repairs requiring OEM and brand specific parts and technical service and to Big O Tires for convenience repairs.

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 \$12,000 and

Department 1251, Sherriff, account 59100 – vehicle repair and maintenance, budgeted portion of \$40,100 and

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

att: Bid Tab

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

521-2016

44-25OCT16 - VEHICLE MECHANIC REPAIR SERVICES - TERM & SUPPLY				
BID TABULATION			JOE MACHENS FORD	BIG O
4.8.	ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
	1	Material/Parts (Total Cost plus %) \$0-\$749	15%	List - 10%
	2	Material/Parts (Total Cost plus %) \$750-\$4,499	10%	List - 10%
	3	Material/Parts (Total Cost plus %) \$4,500 and up	10%	List - 10%
	4	State Your Standard Mechanic Labor Rate Per Hour	\$90.00	\$72.00
		Name of Flat Rate Manual Used for Costing Services:	All Data	All Data / Chilton
	5	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$90.00	\$72.00
	6	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$90.00	N/A
	7	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$90.00	N/A
4.9.		Emergency Twenty-Four Hour Service Contact: Name & Phone	No Response	James Williams - 573-819- 3583
4.10.		Holidays: Contractor shall list the holidays observed by their company:	4th July, Christmas, Thanksgiving, Labor Day, Memorial Day, New Years Day	4th July, Christmas, Thanksgiving, Labor Day, Memorial Day, New Years Day
4.11.		Describe the warranty for vehicle repairs	2 Years	Level 1 - 12/12 Level 2 - Lifetime
4.12.		What size vehicles can you accommodate in your shop?	F550 and smaller	Box Truck, Bucket Trucks, up to 16,000 lbs.
4.13.		COOP ? (YES OR NO)	YES	YES

**PURCHASE AGREEMENT
FOR
VEHICLE MECHANIC REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln** 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, the County of Boone Request for Bid for **Vehicle Mechanic Repair Services Term and Supply**, bid number **44-25OCT16**, any applicable addenda, and the Contractor's bid response dated **October 20, 2016** and executed by **Chris Early** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continue through **December 31, 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** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

ITEM	DESCRIPTION	UNIT PRICE
1.	Material/Parts (Total Cost plus %) \$0-\$749	15%
2.	Material/Parts (Total Cost plus %) \$750-\$4,499	10%
3.	Material/Parts (Total Cost plus %) \$4,500 and up	10%
4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: All Data (Manual shall be provided by Contractor at time of award).	\$90 / hour
5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$90 / hour
6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$90 / hour
7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$90 / hour

4. **Delivery** - Contractor agrees to deliver the service / items as specified and within the time limit specified by the bid after receipt of order.

5. **Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works Department, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, Attn: Captain Gary German, 2121 County Drive, Columbia, MO 65202** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Repair/Warranties** - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of two (2) years from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds two (2) years shall be honored by the Contractor.

9. **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.

521-2016

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

MCLARTY CMFO, LLC
D/B/A JOE MACHENS FORD LINCOLN

by Chris Early Chris Early
title Service Advisor - Commercial manager
address 1911 W warles street
Columbia MO 65205

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: [Signature]
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 this contract do not create a measurable county obligation at this time.)

[Signature]
Signature by [Signature]

11/9/16
Date

Term & Supply 2040, 1251, 1255 / 59100
No Encumbrance Required
Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid: 44-25OCT16- Vehicle Repair Services

ADDENDUM # 1 - Issued October 12, 2016

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

The County has received the following questions and is providing a response below:


1. What is the estimated annual spend for this bid or what was spent for this last year?

Response: Historically our Public Works department has spent approximately \$2,000 annually and our Sheriff Department \$7,100.

2. Are the bid tabulations from the last bid available?

Response: This is the first time we have bid this service.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **44-25OCT16 - Vehicle Repair Services**, receipt of which is hereby acknowledged:

Company Name:

Joe Machens Ford

Address:

1911 W Worley Street

Phone Number:

573-445-4411

Fax Number:

573-234-1832

E-mail:

Cearly @ machens.com

Authorized Representative Signature:

Chris Early

Date: 10/20/16

Authorized Representative Printed Name:

Chris Early

RFP #44-25OCT16

10/12/16

4. **Response Form**

- 4.1. Company Name: Joe Macksens Ford
- 4.2. Address: 1911 W Worley Street
- 4.3. City/Zip: Columbia MO 65205
- 4.4. Phone Number: 573-445-4411
- 4.5. Fax Number: 573-234-1832
- 4.6. Federal Tax ID: 47-4658086

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. Email Address: C Early @ Macksens .COM
(cearly@macksens.com)

4.8. **Vehicle Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	<u>15</u> %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	<u>10</u> %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	<u>10</u> %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: <u>All Data</u> (Manual shall be provided by Contractor at time of award).	\$ <u>90.00</u> /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>90.00</u> /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ <u>90.00</u> /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>90.00</u> /hour

4.9. **Emergency Twenty-Four Hour Service Contact:**

Name: _____

Telephone Number: _____

4.10. Holidays: Contractor shall list the holidays observed by their company: 4th July - Christmas, Thanksgiving, Labor Day, Memorial Day, New Years Day,

4.11. Describe the warranty for vehicle repairs:

2 Years

4.12. What size vehicles can you accommodate inside your shop?

~~2000-2010~~

FSSO and smaller

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

Yes

No

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.14.1. Today's Date: 10-14-16

4.14.1. Authorized Representative (Sign By Hand):

Chris Early

4.14.3. Type or Print Signed Name:

Chris Early

PRIOR EXPERIENCE

List up to three (3) vehicle repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name: Emery Sapp & Sons
Address: 2301 I 70 Drive NW

Contact Name: Tom
Telephone Number: 573-446-4305

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Boone Construction
Address: PO Box 853 Columbia MO 65201

Contact Name: Jerry Jones
Telephone Number: 573-474-1011

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: City of Columbia -
Address: PO Box 7236
Columbia MO 65201

Contact Name: Derick
Telephone Number: 874-6294

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

Qualification Questionnaire

Bidder must complete this questionnaire in order to be included in the evaluation of the bids. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

I. Facility Name and Physical Address:

Joe Mackens Ford
1911 W Worley St.
Columbia Mo, 65205

II. Normal Operating Hours:

Weekdays 7 am to 6 pm

Saturdays 7 am to 4 pm

Sundays & Holidays Closed am to Closed pm

III. Number of ASE Certified employees:

IV. Do any of your employees have any other special certifications or ratings? If so, specify:

OEM Trained, and master Certified Techs -

V. Do you have any special equipment that is available to service County vehicles? If so, specify:

The ~~newest~~ newest OEM Diagnostic tools, and
newest Snapon Diagnostic scanner for competitive make.

VI. How many working bays does your facility have? 41

VII. What is the overall size of your facility? over 40,000 square feet

VIII. Do you have a locked, fenced and secured storage area? Yes / No

IX. How far in advance must appointments be scheduled? 1 Day

X. In case of an emergency, will you accommodate the County with same day repair services when possible? Yes / No

XI. List the largest vehicles by weight that you can accommodate on your lifts.

18000 pd Lifts

XII. Specify any special service provided to expedite the maintenance of repairs of Sheriff vehicles such as priority service. Extra people, and OEM Equipment

to repair,

Current Inventory of Vehicles

Exhibit C

Year Make Model	Type	VIN	Meter / Miles
2013 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFW1ET3DKE83947	9,877
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE75DZ286011	26,565
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE70DZ285915	99,174
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE73DZ285956	80,963
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE78DZ85578	74,981
2009 Dodge 3500	Light Duty Pickup	3D6WH46T59G550079	88,964
2012 Chevrolet 3500 Crew Cab 4WD	Light Duty Pickup	1GB4KZCG6CF159880	65,105
2011 Chevrolet 3500 4WD	Light Duty Pickup	1GB3KZCG7BF229512	81,001
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19029Z227997	109,979
1995 Ford F150 4WD	Light Duty Pickup	1FTEF14N3SLB77983	74,958
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	1GCVKNEC8GZ233503	0
2013 Toyota Tacoma	Light Duty Pickup	3TMLU4EN4DM115149	24,813
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC0EZ284308	17,393
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC4EZ286868	21,786
1997 Ford Ranger	Light Duty Pickup	1FTCR10U7VUC50685	111,244
2012 Chevrolet 2500 4WD	Light Duty Pickup	1GC2KVCG1CZ325135	24,378
2016 Chevrolet Silverado	Light Duty Pickup	1GCVKNEC2GZ233674	0
2011 Ford F150 Ext Cab	Light Duty Pickup	1FTEX1EMXBF71972	63,496
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19039Z227586	66,624.00
2015 GMC Canyon	Light Duty Pickup	1GTG6BE31F1189384	17,763
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	3GCUKNEH4GG214843	7,681
2014 Ford F150 Ext Cab	Light Duty Pickup	1FM5K8B89EGB96483	8,355
2011 Chevrolet 1500 4WD	Light Duty Pickup	1GCRKPEA0BZ368835	80,170
2014 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFX1EFOEKD83197	46,664
2008 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19028Z298728	139,300
1994 Ford F150 4WD	Light Duty Pickup	1FTEF14NORN35124	65,740
2015 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTEW1EF3FKF08208	974
1993 Ford F150 4WD	Light Duty Pickup	1FTEF14N4PNB33681	94,953
2015 Ford F350	VANS/SUV/PICKUPS	1FDRF3H68FED10162	10,361
2013 Ford Fusion	Passenger Vehicle	3FA6P0G75DR380571	8,971
2007 Chevrolet Malibu	Passenger Vehicle	1G1ZS57F87F277519	51,952
2005 Ford 05 FORD CV	Passenger Vehicle	2FAFP71W65X113323	112,429
2016 Ford Taurus PI Pursuit	Passenger Vehicle	1FAHP2L88GG115982	0
2012 Toyota Camry	Passenger Vehicle	4T1BF1FK4CU116140	55,486
2003 Chevrolet Impala	Passenger Vehicle	2G1WF52E139396490	104,815
2010 Dodge Charger	Passenger Vehicle	2B3CA4CT4AH218643	143,115
2006 Ford Crown Victoria	Passenger Vehicle	2FAHP71W66X159597	112,154
2013 Ford Focus	Passenger Vehicle	1FADP3F20DL237282	29,194
2011 Chevrolet Equinox	Passenger/SUV	2CNFLCEC1B6360535	122,264
2014 Ford Transit Connect Van XL SWB	Passenger/SUV	NMOLS6E77E1156695	11,665
2008 Chevrolet Uplander	Passenger/SUV	1GNDV23W88D192858	103,257
2012 Toyota Camry	Passenger/SUV	4T1BF1FK5CU109889	62,292

2011 Chevrolet Equinox	Passenger/SUV	2CNFLEEC1B6390999	78,640.00
2004 Chevrolet Astro Cargo Van	Passenger/SUV	1GCDM19X64B130452	67,753
2005 Ford Explorer	Passenger/SUV	1FMZU72K55ZA65945	90,177
2005 Ford Explorer	Passenger/SUV	1FMZU72K35ZA65944	107,513
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1AX137964	103,997
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV6AX137961	101,216
2013 Ford Explorer	Passenger/SUV	1FM5K8B8XDGA55436	34,902
2013 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9DGA51517	70,136
2015 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L85FG159548	12,944
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC91830	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC60704	874
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR5GGC91832	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR8GGC60705	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR3GGC91831	631
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC91838	1,596
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR0GGC91835	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9GGC91834	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR2GGC91836	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR7GGC91833	18
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8ARXGGC60706	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR4GGC91837	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC60707	0
2014 Ford Explorer	Passenger/SUV	1FTFX1EF2EKD83198	18,793
2005 Ford Explorer	Passenger/SUV	1FMZU72K15ZA65943	120,425
2009 Ford Crown Victoria	Passenger/SUV	2FAHP71V79X105432	138,051
2009 Dodge Charger	Passenger/SUV	2B3LA43T79H639395	112,117
2003 Chevrolet Impala	Passenger/SUV	2G1WF55K739347022	162,468
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1BX177043	100,629
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV9BX177047	96,448
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV0BX177048	90,611
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX177049	69,920
2011 Chevrolet Caprice	Passenger/SUV	6G1MK5E2XBL550967	118,334
2007 Ford Taurus	Passenger/SUV	1FAFP53U87A170599	121,569
2004 Chevrolet Impala Pursuit	Passenger/SUV	2G1WF52K549202146	156,235
2007 Chevrolet Impala Pursuit	Passenger/SUV	2G1WB55K079306264	130,247
2007 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W17X160464	119,229
2006 Ford Taurus	Passenger/SUV	1FAFP53256A210473	95,079
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L87DG222484	41,310
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L89DG222485	44,912
2009 Chevrolet Impala	Passenger/SUV	2G1WS57M691298493	95,281
2012 Chevrolet Caprice Pursuit	Passenger/SUV	6G1MK5R22CL651514	90,888
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2M82DG121593	81,150
2003 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W73X190594	109,493
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MTZDG117094	78,836
2009 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71V99X143714	103,691
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MT2DG150919	96,015
2012 Dodge Charger Pursuit	Passenger/SUV	2C3CDXAT0CH287928	80,638

2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV8AX137962	113,592
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV5AX137966	109,372
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV7AX137967	105,364
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX120978	111,049
2012 Toyota Camry	Passenger/SUV	4T1BF1FK4CU117997	42,039
2011 Ford Crown Victoria	Passenger/SUV	2FABP7BV9BX177050	132,690
2013 Chrysler Town and Country	Passenger/SUV	2C4RC1BG9DR727213	17,305
2007 Ford Crown Victoria	Passenger/SUV	2FAHP71W77X160467	118,051
2014 Ford F250 4WD	SEVERE SV TRUCK	1FTBF2B68EEB34642	10,873
1997 GMC 1500 4WD	SEVERE SV TRUCK	1GTEK19R9VE529531	148,293
2015 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7FKD12423	18,132
2005 Chevrolet 1500 4WD	SEVERE SV TRUCK	1GCEC14VX5Z323435	79,536
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT3CS289113	76,940
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT5CS289114	57,176
2007 Chevrolet 1500 4WD	SEVERE SV TRUCK	2GCEK13C171661207	166,515
2012 Chevrolet 1500 4WD	SEVERE SV TRUCK	3GCPKPEA2CG276215	61,515
1999 Ford Van	SEVERE SV TRUCK	1FDWE30F7XHC26383	116,592
2013 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7DKE77899	80,068
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0DGC63643	51,248
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5DGC73620	68,911
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73621	104,241
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73622	89,575
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGC38494	33,886
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5EGC38495	35,904
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7EGC38496	52,106
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC27002	38,984
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9EGC38497	43,811
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2EGC27003	37,752
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR4EGC27004	41,174
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT7EGC38493	47,461
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC38498	49,927
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR8FGC66812	14,061
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8ARXFGC66813	15,780
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR6FGC66811	15,916
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5FGC51670	8,597
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT0FGC66816	24,922
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT9FGC66815	11,583
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR1FGC66814	13,536
2008 Chevrolet TrailBlazer	SEVERE VAN/SUV	1GNDD13S582128138	138,820
2006 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS31L76DA95157	85,031
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGB38430	61,411
2013 Ford Explorer	SEVERE VAN/SUV	1FM5K8B88DGA55435	67,998
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGA51516	75,804
2011 Chevrolet Tahoe Pursuit	SEVERE VAN/SUV	1GNLC2E00BR322541	91,744
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L17DB25562	116,853
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L37DB25563	124,318
2011 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS3BL3BDB31578	13,255

2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73618	70,655
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73619	78,620
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2DGC63644	48,074
1996 Ford Club Wagon	SEVERE VAN/SUV	1FBHE31H8THA97775	191,377
2000 Chevrolet Van	VANS/SUV/PICKUPS	1GAGG29R2Y1275004	67,402
2001 Ford Van	VANS/SUV/PICKUPS	1FBSS31L91HB34753	23,595
2013 Chevrolet Tahoe	SEVERE VAN/SUV	1GNSK2E06DR284542	14,780
1990 Ford F350 Box Van	Single Axle Truck	2FDKF37M8LCA31457	12,689
2016 Ford F550 4WD	Single Axle Truck	1FD0W5HT0GEA39383	11,641
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT4FEA41541	29,179
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT6FEA41542	26,535
2012 Ford F550 4WD	Single Axle Truck	1FDUF5HT1CEB62461	56,601
2012 Ford F550 4WD	Single Axle Truck	1FD0X5HT7CEC70594	45,810
1997 Ford F350 Flatbed	Single Axle Truck	1FDKF38F4VEA31694	35,123

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
State of MO)ss
)

My name is Chris Early. I am an authorized agent of Joe Mackens Ford
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Chris Early 10-14-2016
Affiant Date

Chris Early
Printed Name

Subscribed and sworn to before me this 14 day of Oct, 2016.

Sandra J. Day
Notary Public

SANDRA J. DAY
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: August 22, 2020
ID. # 12546847

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the McLarty Automotive Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1129116

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1129116

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1129116

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1129116

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1129116

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1129116

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1129116

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1129116

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1129116

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1129116

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1129116

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1129116

Approved by:

Employer McLarty Automotive Group, LLC	
Name (Please Type or Print) Krista Swenson	Title
Signature Electronically Signed	Date 09/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/22/2016

Company ID Number: 1129116

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McLarty Automotive Group, LLC
Company Facility Address	425 W. Capitol Avenue Suite 3600 Little Rock, AR 72201
Company Alternate Address	
County or Parish	PULASKI
Employer Identification Number	474708714
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	13

Company ID Number: 1129116

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Sherry Canine
Phone Number (573) 445 - 4411
Fax Number (573) 445 - 0000
Email Address scanine@machens.com

Name Susan S King
Phone Number (501) 707 - 1063
Fax Number (501) 227 - 4554
Email Address sking@mclartyauto.com

Name Krista L Swenson
Phone Number (501) 374 - 4464
Fax Number (501) 374 - 1493
Email Address kswenson@mclartyauto.com

Company ID Number: 1129116

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ARKANSAS	4 site(s)
MISSOURI	9 site(s)

Page intentionally left blank



BOONE COUNTY, MISSOURI
Request for Bid: 44-25OCT16- Vehicle Repair Services

ADDENDUM # 1 - Issued **October 12, 2016**

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

The County has received the following questions and is providing a response below:

1. What is the estimated annual spend for this bid or what was spent for this last year?

Response: Historically our Public Works department has spent approximately \$2,000 annually and our Sheriff Department \$7,100.

2. Are the bid tabulations from the last bid available?

Response: This is the first time we have bid this service.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **44-25OCT16 - Vehicle Repair Services**, receipt of which is hereby acknowledged:

Company Name: Joe Machens Ford
Address: 1911 W Worley Columbia MO 65205
Phone Number: 573-445-4411 Fax Number: 573-234-1832
E-mail: C.early @ machens.com
Authorized Representative Signature: Chris Early Date: 10-14-2016
Authorized Representative Printed Name: Chris Early



BOONE COUNTY, MISSOURI
Request for Bid: 44-18OCT16- Vehicle Repair Services

ADDENDUM # 1 - Issued October 12, 2016

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

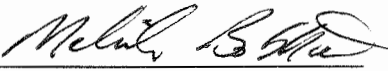
The County has received the following questions and is providing a response below:

1. What is the estimated annual spend for this bid or what was spent for this last year?

Response: Historically our Public Works department has spent approximately \$2,000 annually and our Sheriff Department \$7,100.

2. Are the bid tabulations from the last bid available?

Response: This is the first time we have bid this service.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **44-18OCT16 - Vehicle Repair Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **44-25OCT16**
Commodity Title: **Vehicle Mechanic Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, October 25, 2016**
Time: **1:30 p.m. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 110
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, October 25, 2016**
Time: **1:30 p.m.**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Qualification Questionnaire**
- Exhibit C **Current Inventory of Vehicles**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid Response” Form**

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform Vehicle Mechanic Repair Services to various Boone County owned vehicles.

The County has a fleet of 149 vehicles which includes automobiles, pickup trucks, and pursuit/patrol cars and SUVs, which serve various County departments. Current inventory list is attached as Exhibit C.

2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.

2.2. PRICING - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.

2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.3. CONTRACT PERIOD - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through December 31, 2017 and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.

2.3.1. CONTRACT EXTENSION - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.3.2. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.4. GENERAL CONDITIONS / SCOPE OF SERVICE

2.4.1. Background Information: The maintenance and repair of vehicles is currently performed at a central maintenance garage facility within the Boone County Public Works Department. This Request for Bid is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works Department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an

hourly charge for service provided at the maintenance garage facility and a cost plus percent for parts/material. The list of potential vehicles under this contract is attached as *Exhibit C*. Other vehicles may be added throughout the year.

- 2.4.2. Repair shops selected shall have the capacity to make repairs on all types of vehicles: trucks, cars, vans, 4X4s, pursuit vehicles, etc. and repair vehicles from all major manufacturers.
- 2.4.3. Bidders shall perform routine repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair and other repairs normal and customary for routine repair of a commercial fleet.
- 2.4.4. **Turnaround Time:** County desires a turnaround time of within two (2) business days for routine repairs. If any repair work is going to require more than 48 hours, the referring County department must be notified.
- 2.4.5. **Special Service:** Sheriff vehicles at the shop shall be given reasonable priority over all other vehicles. The priority service shall be specified in the *Qualification Questionnaire* attached to this bid.
- 2.4.6. **Parts and Material:** All parts and material required in the performance of this specification shall be charged on the basis of total cost plus percent mark-up, which must be identified on the Response Form. The County reserves the right, should it deem necessary, to inspect the bidder's discount procedure, either prior to or after the contract has been awarded. The contractor will be required to show the discount rate allowed on each and every invoice.
- 2.4.7. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within two (2) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.
- 2.4.8. **Repair Limitations:** Repairs estimated to exceed \$1,000 should be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation should be presented in writing by the Contractor to the County.
- 2.4.9. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.4.10. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.4.11. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.4.12.. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to

ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.

- 2.4.13. **Contractor Qualifications and Experience:** All potential vendors shall be primarily engaged in the business of the repair of automobiles and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested services as designated in the specifications mentioned herein.

Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.

- 2.4.13.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.4.13.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

- 2.5. **Invoices:** The County’s purchase order number or contract number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:

1. Name of the County Department for which the repair was performed.
2. Description of equipment and work performed.
3. Date(s) work performed.
4. Itemized list of material, if any.
5. Itemized cost of material, if any.
6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.5.1. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.
- 2.6. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

2.7. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

- 2.7.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal

business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form. If your firm is open on Saturdays for repair service, please specify on the *Qualification Questionnaire*.

2.7.2. All County calls to schedule service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.

2.7.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.

2.7.4. **Facilities Requirements:** Bidders' facility shall be located within Boone County, Missouri. County will be responsible for delivering vehicle to the Bidders' facility to be repaired.

2.7.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion. All work shall be executed by personnel skilled in their respective lines of work.

2.7.6. **Property Damage:** Contractor shall be responsible for repair of any damage to County vehicle and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.7.7. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

2.7.8. **Procedures**

The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:

All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.

All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County Representative reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County Representative and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.

2.7.8.1. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County Representative or designee for approval of substitute replacement repair parts.

2.7.8.2. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light

bulbs, tires, belts and fluids for engines, drive trains or transaxle.

- 2.7.8.3. Any substitution of parts or material for any reason whatsoever, shall be approved by the County Representative prior to installation.
- 2.7.8.4. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County Representative after comparison with the original estimate. Any discrepancies shall be clarified before signature.
- 2.7.8.5. Any sublet work to be performed must identify the subcontractor on the estimate.
- 2.7.8.6. Contractor shall not perform any work that would void manufacturer's warranty.
- 2.7.8.7. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.8. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **Insurance Requirements:** The awarded Contractor(s) shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
 - 2.9.1. **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.
 - 2.9.2. **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 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 \$3,000,000.00 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 endorse 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.

- 2.9.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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.
- 2.9.4. **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.
- 2.9.5. **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 Owner. 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.
- 2.9.6. **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

2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.11. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110, Columbia, Missouri 65201
Telephone (573) 886-4391 Fax (573) 886-4390
E-mail: mbobbitt@boonecountymo.org.

2.11.2. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

Authorized County Representatives include:

Greg Edington
Assistant Manager, Road Maintenance Operations
Boone County Public Works
5551 Tom Bass Road
Columbia, MO 65201
Phone: 573-449-8515
GEdington@boonecountymo.org

Captain Gary German
Sheriff Department
2121 County Drive
Columbia, MO 65202
Phone: 573-875-1111, extension 6213
GGerman@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Email Address: _____

4.8. Vehicle Repair Work: We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	_____ %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____ /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____ /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____ /hour

4.9. Emergency Twenty-Four Hour Service Contact:

Name: _____

Telephone Number: _____

4.10. Holidays: Contractor shall list the holidays observed by their company: _____

4.11. Describe the warranty for vehicle repairs:

4.12. What size vehicles can you accommodate inside your shop?

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

_____ Yes _____ No

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.14.1. Today's Date: _____

4.14.1. Authorized Representative (Sign By Hand):

4.14.3. Type or Print Signed Name:

PRIOR EXPERIENCE

List up to three (3) vehicle repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

Qualification Questionnaire

Bidder must complete this questionnaire in order to be included in the evaluation of the bids. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

I. Facility Name and Physical Address:

II. Normal Operating Hours:

Weekdays _____ am to _____ pm

Saturdays _____ am to _____ pm

Sundays & Holidays _____ am to _____ pm

III. Number of ASE Certified employees:

IV. Do any of your employees have any other special certifications or ratings? If so, specify:

V. Do you have any special equipment that is available to service County vehicles? If so, specify:

VI. How many working bays does your facility have?

VII. What is the overall size of your facility?

VIII. Do you have a locked, fenced and secured storage area? Yes / No

IX. How far in advance must appointments be scheduled?

X. In case of an emergency, will you accommodate the County with same day repair services when possible? Yes / No

XI. List the largest vehicles by weight that you can accommodate on your lifts.

XII. Specify any special service provided to expedite the maintenance of repairs of Sheriff vehicles such as priority service.

Current Inventory of Vehicles

Exhibit C

Year Make Model	Type	VIN	Meter / Miles
2013 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFW1ET3DKE83947	9,877
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE75DZ286011	26,565
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE70DZ285915	99,174
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE73DZ285956	80,963
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE78DZ85578	74,981
2009 Dodge 3500	Light Duty Pickup	3D6WH46T59G550079	88,964
2012 Chevrolet 3500 Crew Cab 4WD	Light Duty Pickup	1GB4KZCG6CF159880	65,105
2011 Chevrolet 3500 4WD	Light Duty Pickup	1GB3KZCG7BF229512	81,001
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19029Z227997	109,979
1995 Ford F150 4WD	Light Duty Pickup	1FTEF14N3SLB77983	74,958
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	1GCVKNEC8GZ233503	0
2013 Toyota Tacoma	Light Duty Pickup	3TMLU4EN4DM115149	24,813
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC0EZ284308	17,393
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC4EZ286868	21,786
1997 Ford Ranger	Light Duty Pickup	1FTCR10U7VUC50685	111,244
2012 Chevrolet 2500 4WD	Light Duty Pickup	1GC2KVCG1CZ325135	24,378
2016 Chevrolet Silverado	Light Duty Pickup	1GCVKNEC2GZ233674	0
2011 Ford F150 Ext Cab	Light Duty Pickup	1FTEX1EMXBF71972	63,496
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19039Z227586	66,624.00
2015 GMC Canyon	Light Duty Pickup	1GTG6BE31F1189384	17,763
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	3GCUKNEH4GG214843	7,681
2014 Ford F150 Ext Cab	Light Duty Pickup	1FM5K8B89EGB96483	8,355
2011 Chevrolet 1500 4WD	Light Duty Pickup	1GCRKPEA0BZ368835	80,170
2014 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFX1EFOEKD83197	46,664
2008 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19028Z298728	139,300
1994 Ford F150 4WD	Light Duty Pickup	1FTEF14NORN35124	65,740
2015 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTEW1EF3FKF08208	974
1993 Ford F150 4WD	Light Duty Pickup	1FTEF14N4PNB33681	94,953
2015 Ford F350	VANS/SUV/PICKUPS	1FDRF3H68FED10162	10,361
2013 Ford Fusion	Passenger Vehicle	3FA6P0G75DR380571	8,971
2007 Chevrolet Malibu	Passenger Vehicle	1G1ZS57F87F277519	51,952
2005 Ford 05 FORD CV	Passenger Vehicle	2FAFP71W65X113323	112,429
2016 Ford Taurus PI Pursuit	Passenger Vehicle	1FAHP2L88GG115982	0
2012 Toyota Camry	Passenger Vehicle	4T1BF1FK4CU116140	55,486
2003 Chevrolet Impala	Passenger Vehicle	2G1WF52E139396490	104,815
2010 Dodge Charger	Passenger Vehicle	2B3CA4CT4AH218643	143,115
2006 Ford Crown Victoria	Passenger Vehicle	2FAHP71W66X159597	112,154
2013 Ford Focus	Passenger Vehicle	1FADP3F20DL237282	29,194
2011 Chevrolet Equinox	Passenger/SUV	2CNFLCEC1B6360535	122,264
2014 Ford Transit Connect Van XL SWB	Passenger/SUV	NM0LS6E77E1156695	11,665
2008 Chevrolet Uplander	Passenger/SUV	1GNDV23W88D192858	103,257
2012 Toyota Camry	Passenger/SUV	4T1BF1FK5CU109889	62,292

2011 Chevrolet Equinox	Passenger/SUV	2CNFLEEC1B6390999	78,640.00
2004 Chevrolet Astro Cargo Van	Passenger/SUV	1GCDM19X64B130452	67,753
2005 Ford Explorer	Passenger/SUV	1FMZU72K55ZA65945	90,177
2005 Ford Explorer	Passenger/SUV	1FMZU72K35ZA65944	107,513
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1AX137964	103,997
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV6AX137961	101,216
2013 Ford Explorer	Passenger/SUV	1FM5K8B8XDGA55436	34,902
2013 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9DGA51517	70,136
2015 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L85FG159548	12,944
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC91830	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC60704	874
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR5GGC91832	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR8GGC60705	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR3GGC91831	631
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC91838	1,596
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR0GGC91835	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9GGC91834	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR2GGC91836	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR7GGC91833	18
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8ARXGGC60706	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR4GGC91837	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC60707	0
2014 Ford Explorer	Passenger/SUV	1FTFX1EF2EKD83198	18,793
2005 Ford Explorer	Passenger/SUV	1FMZU72K15ZA65943	120,425
2009 Ford Crown Victoria	Passenger/SUV	2FAHP71V79X105432	138,051
2009 Dodge Charger	Passenger/SUV	2B3LA43T79H639395	112,117
2003 Chevrolet Impala	Passenger/SUV	2G1WF55K739347022	162,468
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1BX177043	100,629
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV9BX177047	96,448
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV0BX177048	90,611
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX177049	69,920
2011 Chevrolet Caprice	Passenger/SUV	6G1MK5E2XBL550967	118,334
2007 Ford Taurus	Passenger/SUV	1FAFP53U87A170599	121,569
2004 Chevrolet Impala Pursuit	Passenger/SUV	2G1WF52K549202146	156,235
2007 Chevrolet Impala Pursuit	Passenger/SUV	2G1WB55K079306264	130,247
2007 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W17X160464	119,229
2006 Ford Taurus	Passenger/SUV	1FAFP53256A210473	95,079
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L87DG222484	41,310
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L89DG222485	44,912
2009 Chevrolet Impala	Passenger/SUV	2G1WS57M691298493	95,281
2012 Chevrolet Caprice Pursuit	Passenger/SUV	6G1MK5R22CL651514	90,888
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2M82DG121593	81,150
2003 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W73X190594	109,493
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MTZDG117094	78,836
2009 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71V99X143714	103,691
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MT2DG150919	96,015
2012 Dodge Charger Pursuit	Passenger/SUV	2C3CDXAT0CH287928	80,638

2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV8AX137962	113,592
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV5AX137966	109,372
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV7AX137967	105,364
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX120978	111,049
2012 Toyota Camry	Passenger/SUV	4T1BF1FK4CU117997	42,039
2011 Ford Crown Victoria	Passenger/SUV	2FABP7BV9BX177050	132,690
2013 Chrysler Town and Country	Passenger/SUV	2C4RC1BG9DR727213	17,305
2007 Ford Crown Victoria	Passenger/SUV	2FAHP71W77X160467	118,051
2014 Ford F250 4WD	SEVERE SV TRUCK	1FTBF2B68EEB34642	10,873
1997 GMC 1500 4WD	SEVERE SV TRUCK	1GTEK19R9VE529531	148,293
2015 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7FKD12423	18,132
2005 Chevrolet 1500 4WD	SEVERE SV TRUCK	1GCEC14VX5Z323435	79,536
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT3CS289113	76,940
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT5CS289114	57,176
2007 Chevrolet 1500 4WD	SEVERE SV TRUCK	2GCEK13C171661207	166,515
2012 Chevrolet 1500 4WD	SEVERE SV TRUCK	3GCPKPEA2CG276215	61,515
1999 Ford Van	SEVERE SV TRUCK	1FDWE30F7XHC26383	116,592
2013 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7DKE77899	80,068
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0DGC63643	51,248
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5DGC73620	68,911
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73621	104,241
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73622	89,575
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGC38494	33,886
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5EGC38495	35,904
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7EGC38496	52,106
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC27002	38,984
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9EGC38497	43,811
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2EGC27003	37,752
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR4EGC27004	41,174
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT7EGC38493	47,461
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC38498	49,927
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR8FGC66812	14,061
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8ARXFGC66813	15,780
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR6FGC66811	15,916
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5FGC51670	8,597
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT0FGC66816	24,922
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT9FGC66815	11,583
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR1FGC66814	13,536
2008 Chevrolet TrailBlazer	SEVERE VAN/SUV	1GNDT13S582128138	138,820
2006 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS31L76DA95157	85,031
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGB38430	61,411
2013 Ford Explorer	SEVERE VAN/SUV	1FM5K8B88DGA55435	67,998
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGA51516	75,804
2011 Chevrolet Tahoe Pursuit	SEVERE VAN/SUV	1GNLC2E00BR322541	91,744
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L17DB25562	116,853
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L37DB25563	124,318
2011 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS3BL3BDB31578	13,255

2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73618	70,655
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73619	78,620
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2DGC63644	48,074
1996 Ford Club Wagon	SEVERE VAN/SUV	1FBHE31H8THA97775	191,377
2000 Chevrolet Van	VANS/SUV/PICKUPS	1GAGG29R2Y1275004	67,402
2001 Ford Van	VANS/SUV/PICKUPS	1FBSS31L91HB34753	23,595
2013 Chevrolet Tahoe	SEVERE VAN/SUV	1GNSK2E06DR284542	14,780
1990 Ford F350 Box Van	Single Axle Truck	2FDKF37M8LCA31457	12,689
2016 Ford F550 4WD	Single Axle Truck	1FD0W5HT0GEA39383	11,641
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT4FEA41541	29,179
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT6FEA41542	26,535
2012 Ford F550 4WD	Single Axle Truck	1FDUF5HT1CEB62461	56,601
2012 Ford F550 4WD	Single Axle Truck	1FD0X5HT7CEC70594	45,810
1997 Ford F350 Flatbed	Single Axle Truck	1FDKF38F4VEA31694	35,123

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
 State of _____)

My name is _____ . I am an authorized agent of _____
 (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Printed Name

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

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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. The County reserves the right to award to more than one (1) supplier. Multiple awards may be made. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for 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.

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.



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 44-25OCT16- Vehicle Mechanic Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 380-825-0 MCLARTY CMFO LLC, JOE MACHENS FORD LINCOLN PO BOX 4517 LITTLE ROCK, AR 72214	

COVERAGES **CERTIFICATE NUMBER: 69** **REVISION NUMBER: 3**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0764726	09/01/2016	09/01/2017	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE 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						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0764730	09/01/2016	09/01/2017	EACH OCCURRENCE \$20,000,000 AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	AUTO DEALER LIABILITY	Y	N	0764726	09/01/2016	09/01/2017	AUTO LIAB - EA ACCIDENT \$500,000 GENERAL LIABILITY - EACH ACCIDENT \$500,000 - AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER 380-825-0 69 3 COUNTY OF BOONE, MISSOURI C/O PURCHASING DEPARTMENT 613 E ASH ST COLUMBIA, MO 65201-4432	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MCLARTY CMFO LLC, JOE MACHENS FORD LINCOLN PO BOX 4517 LITTLE ROCK, AR 72214	
POLICY NUMBER SEE CERTIFICATE # 69.3		EFFECTIVE DATE: SEE CERTIFICATE # 69.3	
CARRIER SEE CERTIFICATE # 69.3	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOE MACHENS FORD BODY SHOP 600 BERNADETTE DR COLUMBIA MO 65202
 JOE MACHENS EAST COLLISION CENTER 1609 COMMERCE CT COLUMBIA MO 65202
 GENERAL LIABILITY IS PROVIDED UNDER THE AUTO DEALERS COVERAGE FORM. THE CERTIFICATE HOLDER IS AN ADDITIONAL
 INSURED FOR GENERAL LIABILITY PROVIDED BY THE AUTO DEALER LIABILITY POLICY.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL
 UMBRELLA POLICY.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

MAG AUTOMOTIVE HOLDINGS LLC
425 W CAPITOL AVE #3600
LITTLE ROCK AR 72201

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

Additional Insured Name and Address:

COUNTY OF BOONE MISSOURI
% PURCHASING DEPARTMENT
613 E ASH ST
COLUMBIA MO 65201

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 0764726

Transaction Effective Date: 10-28-2016

CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)

1-1-2016

PRODUCER

Missouri Automobile Dealers' Workers' Compensation Fund
 PO Box 1279
 Jefferson City, MO 65102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A Missouri Automobile Dealers Association Workers' Compensation Fund
COMPANY LETTER	B Safety National Casualty Corporation
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

INSURED

Joe Machens Ford Lincoln
 McLarty GMFO, LLC
 1911 West Worley
 Columbia, MO 65205
 FEIN: 47-4668080

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY																
	COMPREHENSIVE FORM				BODILY INJURY OCC. \$												
	PREMISES/OPERATIONS				BODILY INJURY AGG. \$												
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC. \$												
	PRODUCTS/COMPLETED OPER.				PROPERTY DAMAGE AGG. \$												
	CONTRACTUAL				BI & PD COMBINED OCC. \$												
	INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG. \$												
	BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG. \$												
	PERSONAL INJURY																
	AUTOMOBILE LIABILITY																
	ANY AUTO				BODILY INJURY (Per Person) \$												
	ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per Accident) \$												
	ALL OWNED AUTOS (Other Than Private Passengers)				Property Damage \$												
					BODILY INJURY & PROPERTY DAMAGE COMBINED \$												
	EXCESS LIABILITY																
	UMBRELLA FORM				EACH OCCURRENCE \$												
	OTHER THAN UMBRELLA FORM				AGGREGATE \$												
A B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	02934-00	1/1/2016	1/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 75%;">STATUTORY LIMITS</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>EACH OCCURRENCE</td> <td>\$1,600,000</td> </tr> <tr> <td></td> <td>DISEASE - POL. LIMIT</td> <td>\$1,600,000</td> </tr> <tr> <td></td> <td>DISEASE - EACH EMPLOYEE</td> <td>\$1,600,000</td> </tr> </table>	<input checked="" type="checkbox"/>	STATUTORY LIMITS			EACH OCCURRENCE	\$1,600,000		DISEASE - POL. LIMIT	\$1,600,000		DISEASE - EACH EMPLOYEE	\$1,600,000
<input checked="" type="checkbox"/>	STATUTORY LIMITS																
	EACH OCCURRENCE	\$1,600,000															
	DISEASE - POL. LIMIT	\$1,600,000															
	DISEASE - EACH EMPLOYEE	\$1,600,000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

Limits of Liability: Coverage A - Workers' Compensation - Statutory (unlimited). Coverage B - Employers Liability - \$1,600,000 Policy Limit. Self-Insured Retention - \$600,000 each occurrence, Coverage A and B respectively. Aggregate Workers' Compensation - \$2,000,000. Mesothelioma Election made by MADA Workers' Compensation Trustees for all Fund Members.

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Steve Knoll

**PURCHASE AGREEMENT
FOR
VEHICLE MECHANIC REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **BORE/MPC LLC, d/b/a Big O Tires – Missouri** 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, the County of Boone Request for Bid for **Vehicle Mechanic Repair Services Term and Supply**, bid number **44-25OCT16**, any applicable addenda, and the Contractor's bid response dated **October 24, 2016** and executed by **James J. Williams** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continue through **December 31, 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** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

ITEM	DESCRIPTION	UNIT PRICE
1.	Material/Parts (Total Cost plus %) \$0-\$749	List less 10%
2.	Material/Parts (Total Cost plus %) \$750-\$4,499	List less 10%
3.	Material/Parts (Total Cost plus %) \$4,500 and up	List less 10%
4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: All Data / Chilton (Manual shall be provided by Contractor at time of award).	\$72 / hour
5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$72 / hour
6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	n/a
7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	n/a

4. **Delivery** - Contractor agrees to deliver the service / items as specified and within the time limit specified by the bid after receipt of order.

5. **Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works Department, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, Attn: Captain Gary German, 2121 County Drive, Columbia, MO 65202** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Repair/Warranties** - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of 12/12 for Level 1 and Lifetime/Lifetime for Level 2 from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

9. **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.

521-2016

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

**BORE/MPC LLC
D/B/A BIG O TIRES – MISSOURI**

by [Signature]
title TERRITORY MGR
address 2309 Bus Loop 70E
Columbia Mo 65201

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: [Signature]
County Counselor

ATTEST:

[Signature]
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 this contract do not create a measurable county obligation at this time.)

Signature [Signature] by ag
Date 4/9/16 Term & Supply 2040, 1251, 1255 / 59100
Appropriation Account No Encumbrance Required

4. Response Form

- 4.1. Company Name: MFA Pentaum Co DBA BIG O TIRES
- 4.2. Address: 2304 Bus Loop 70 E
- 4.3. City/Zip: Columbia MO 65201
- 4.4. Phone Number: 573 442-7271
- 4.5. Fax Number: 573 442-7273
- 4.6. Federal Tax ID: 43-0718638
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Email Address: jwilliams@mobigotires.com

4.8. **Vehicle Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	<u>LIST - 10 %</u>
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	<u>LIST - 10 %</u>
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	<u>LIST - 10 %</u>
		State Your Standard Mechanic Labor Rate Per Hour	
		Name of Flat Rate Manual Used for Costing Services:	\$ <u>72</u> /hour
	4.	<u>ALL DATA / Chilton</u> (Manual shall be provided by Contractor at time of award).	<u>SHOP RATE 80⁰⁰/hr - 10%</u>
		Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>72</u> /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	<u>SHOP RATE 80⁰⁰/hr - 10%</u>
	6.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>N/A</u> /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>N/A</u> /hour

4.9. Emergency Twenty-Four Hour Service Contact:

Name: James Williams

Telephone Number: 573 819-3583

4.10. Holidays: Contractor shall list the holidays observed by their company: Memorial Day, New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

4.11. Describe the warranty for vehicle repairs:

Level 1 12/12
Level 2 Lifetime/Lifetime

4.12. What size vehicles can you accommodate inside your shop?

BOX TRUCKS, BUCKET TRUCKS UP TO 16,000 lbs

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

Yes No

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.14.1. Today's Date: 10/24/2016

4.14.1. Authorized Representative (Sign By Hand):


4.14.3. Type or Print Signed Name:

JAMES J WILLIAMS

PRIOR EXPERIENCE

List up to three (3) vehicle repair service contracts your company has been awarded in the last three (3) years.

1. **Prior Services Performed for:**

Company Name: Bibnet (Michelin National Account Company)
Address:

Contact Name: National Fleets Serviced:
Telephone Number: leasePlan

Date of Contract: PHH
Length of Contract: GE Fleet

Description of Prior Services (include dates):
ARI
Wheels, Inc.
ELEMENT

2. **Prior Services Performed for:**

Company Name:
Address: All mechanical services including engine & transmission Replacement.

Contact Name:
Telephone Number:
Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

Qualification Questionnaire

Bidder must complete this questionnaire in order to be included in the evaluation of the bids. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

I. Facility Name and Physical Address: **BIG O TREES**

**3915 PEACHTREE DR
COLUMBIA MO 65203**

**2800 BUS LOOP 70E
COLUMBIA MO 65201**

II. Normal Operating Hours:

Weekdays 7:00 am to 6:00 pm

Saturdays 7:00 am to 3:00 pm

Sundays & Holidays N/A am to _____ pm

III. Number of ASE Certified employees: **1**

IV. Do any of your employees have any other special certifications or ratings? If so, specify:

V. Do you have any special equipment that is available to service County vehicles? If so, specify:

**HD LIFTS AC EQUIPMENT ALL SERVICE TOOLS NEEDED
ADVANCED OBD COMPUTERS FLUSH EQUIPMENT
SCANNERS**

VI. How many working bays does your facility have? **11**

VII. What is the overall size of your facility?

2000 SQ FT WORK SPACE

VIII. Do you have a locked, fenced and secured storage area? Yes / No

IX. How far in advance must appointments be scheduled?

24 HRS

X. In case of an emergency, will you accommodate the County with same day repair services when possible? Yes / No

XI. List the largest vehicles by weight that you can accommodate on your lifts.

16,000 LBS

XII. Specify any special service provided to expedite the maintenance of repairs of Sheriff vehicles such as priority service.

PRIORITY SERVICE

Current Inventory of Vehicles

Exhibit C

Year Make Model	Type	VIN	Meter / Miles
2013 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFW1ET3DKE83947	9,877
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE75DZ286011	26,565
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE70DZ285915	99,174
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE73DZ285956	80,963
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE78DZ85578	74,981
2009 Dodge 3500	Light Duty Pickup	3D6WH46T59G550079	88,964
2012 Chevrolet 3500 Crew Cab 4WD	Light Duty Pickup	1GB4KZCG6CF159880	65,105
2011 Chevrolet 3500 4WD	Light Duty Pickup	1GB3KZCG7BF229512	81,001
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19029Z227997	109,979
1995 Ford F150 4WD	Light Duty Pickup	1FTEF14N3SLB77983	74,958
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	1GCVKNEC8GZ233503	0
2013 Toyota Tacoma	Light Duty Pickup	3TMLU4EN4DM115149	24,813
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC0EZ284308	17,393
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC4EZ286868	21,786
1997 Ford Ranger	Light Duty Pickup	1FTCR10U7VUC50685	111,244
2012 Chevrolet 2500 4WD	Light Duty Pickup	1GC2KVCG1CZ325135	24,378
2016 Chevrolet Silverado	Light Duty Pickup	1GCVKNEC2GZ233674	0
2011 Ford F150 Ext Cab	Light Duty Pickup	1FTEX1EMXBF71972	63,496
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19039Z227586	66,624.00
2015 GMC Canyon	Light Duty Pickup	1GTG6BE31F1189384	17,763
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	3GCUKNEH4GG214843	7,681
2014 Ford F150 Ext Cab	Light Duty Pickup	1FM5K8B89EGB96483	8,355
2011 Chevrolet 1500 4WD	Light Duty Pickup	1GCRKPEA0BZ368835	80,170
2014 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFX1EFOEKD83197	46,664
2008 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19028Z298728	139,300
1994 Ford F150 4WD	Light Duty Pickup	1FTEF14N0RNB35124	65,740
2015 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTEW1EF3FKF08208	974
1993 Ford F150 4WD	Light Duty Pickup	1FTEF14N4PNB33681	94,953
2015 Ford F350	VANS/SUV/PICKUPS	1FDRF3H68FED10162	10,361
2013 Ford Fusion	Passenger Vehicle	3FA6P0G75DR380571	8,971
2007 Chevrolet Malibu	Passenger Vehicle	1G1ZS57F87F277519	51,952
2005 Ford 05 FORD CV	Passenger Vehicle	2FAFP71W65X113323	112,429
2016 Ford Taurus PI Pursuit	Passenger Vehicle	1FAHP2L88GG115982	0
2012 Toyota Camry	Passenger Vehicle	4T1BF1FK4CU116140	55,486
2003 Chevrolet Impala	Passenger Vehicle	2G1WF52E139396490	104,815
2010 Dodge Charger	Passenger Vehicle	2B3CA4CT4AH218643	143,115
2006 Ford Crown Victoria	Passenger Vehicle	2FAHP71W66X159597	112,154
2013 Ford Focus	Passenger Vehicle	1FADP3F20DL237282	29,194
2011 Chevrolet Equinox	Passenger/SUV	2CNFLCEC1B6360535	122,264
2014 Ford Transit Connect Van XL SWB	Passenger/SUV	NMOLS6E77E1156695	11,665
2008 Chevrolet Uplander	Passenger/SUV	1GNDV23W88D192858	103,257
2012 Toyota Camry	Passenger/SUV	4T1BF1FK5CU109889	62,292

2011 Chevrolet Equinox	Passenger/SUV	2CNFLEEC1B6390999	78,640.00
2004 Chevrolet Astro Cargo Van	Passenger/SUV	1GCDM19X64B130452	67,753
2005 Ford Explorer	Passenger/SUV	1FMZU72K55ZA65945	90,177
2005 Ford Explorer	Passenger/SUV	1FMZU72K35ZA65944	107,513
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1AX137964	103,997
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV6AX137961	101,216
2013 Ford Explorer	Passenger/SUV	1FM5K8B8XDGA55436	34,902
2013 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9DGA51517	70,136
2015 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L85FG159548	12,944
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC91830	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC60704	874
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR5GGC91832	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR8GGC60705	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR3GGC91831	631
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC91838	1,596
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR0GGC91835	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9GGC91834	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR2GGC91836	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR7GGC91833	18
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8ARXGGC60706	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR4GGC91837	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC60707	0
2014 Ford Explorer	Passenger/SUV	1FTFX1EF2EKD83198	18,793
2005 Ford Explorer	Passenger/SUV	1FMZU72K15ZA65943	120,425
2009 Ford Crown Victoria	Passenger/SUV	2FAHP71V79X105432	138,051
2009 Dodge Charger	Passenger/SUV	2B3LA43T79H639395	112,117
2003 Chevrolet Impala	Passenger/SUV	2G1WF55K739347022	162,468
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1BX177043	100,629
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV9BX177047	96,448
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV0BX177048	90,611
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX177049	69,920
2011 Chevrolet Caprice	Passenger/SUV	6G1MK5E2XBL550967	118,334
2007 Ford Taurus	Passenger/SUV	1FAFP53U87A170599	121,569
2004 Chevrolet Impala Pursuit	Passenger/SUV	2G1WF52K549202146	156,235
2007 Chevrolet Impala Pursuit	Passenger/SUV	2G1WB55K079306264	130,247
2007 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W17X160464	119,229
2006 Ford Taurus	Passenger/SUV	1FAFP53256A210473	95,079
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L87DG222484	41,310
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L89DG222485	44,912
2009 Chevrolet Impala	Passenger/SUV	2G1WS57M691298493	95,281
2012 Chevrolet Caprice Pursuit	Passenger/SUV	6G1MK5R22CL651514	90,888
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2M82DG121593	81,150
2003 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W73X190594	109,493
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MTZDG117094	78,836
2009 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71V99X143714	103,691
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MT2DG150919	96,015
2012 Dodge Charger Pursuit	Passenger/SUV	2C3CDXAT0CH287928	80,638

2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV8AX137962	113,592
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV5AX137966	109,372
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV7AX137967	105,364
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX120978	111,049
2012 Toyota Camry	Passenger/SUV	4T1BF1FK4CU117997	42,039
2011 Ford Crown Victoria	Passenger/SUV	2FABP7BV9BX177050	132,690
2013 Chrysler Town and Country	Passenger/SUV	2C4RC1BG9DR727213	17,305
2007 Ford Crown Victoria	Passenger/SUV	2FAHP71W77X160467	118,051
2014 Ford F250 4WD	SEVERE SV TRUCK	1FTBF2B68EEB34642	10,873
1997 GMC 1500 4WD	SEVERE SV TRUCK	1GTEK19R9VE529531	148,293
2015 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7FKD12423	18,132
2005 Chevrolet 1500 4WD	SEVERE SV TRUCK	1GCEC14VX5Z323435	79,536
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT3CS289113	76,940
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT5CS289114	57,176
2007 Chevrolet 1500 4WD	SEVERE SV TRUCK	2GCEK13C171661207	166,515
2012 Chevrolet 1500 4WD	SEVERE SV TRUCK	3GCPKPEA2CG276215	61,515
1999 Ford Van	SEVERE SV TRUCK	1FDWE30F7XHC26383	116,592
2013 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7DKE77899	80,068
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0DGC63643	51,248
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5DGC73620	68,911
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73621	104,241
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73622	89,575
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGC38494	33,886
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5EGC38495	35,904
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7EGC38496	52,106
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC27002	38,984
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9EGC38497	43,811
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2EGC27003	37,752
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR4EGC27004	41,174
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT7EGC38493	47,461
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC38498	49,927
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR8FGC66812	14,061
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8ARXFGC66813	15,780
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR6FGC66811	15,916
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5FGC51670	8,597
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT0FGC66816	24,922
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT9FGC66815	11,583
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR1FGC66814	13,536
2008 Chevrolet TrailBlazer	SEVERE VAN/SUV	1GNDT13S582128138	138,820
2006 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS31L76DA95157	85,031
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGB38430	61,411
2013 Ford Explorer	SEVERE VAN/SUV	1FM5K8B88DGA55435	67,998
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGA51516	75,804
2011 Chevrolet Tahoe Pursuit	SEVERE VAN/SUV	1GNLC2E00BR322541	91,744
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L17DB25562	116,853
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L37DB25563	124,318
2011 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS3BL3BDB31578	13,255

2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73618	70,655
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73619	78,620
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2DGC63644	48,074
1996 Ford Club Wagon	SEVERE VAN/SUV	1FBHE31H8THA97775	191,377
2000 Chevrolet Van	VANS/SUV/PICKUPS	1GAGG29R2Y1275004	67,402
2001 Ford Van	VANS/SUV/PICKUPS	1FBSS31L91HB34753	23,595
2013 Chevrolet Tahoe	SEVERE VAN/SUV	1GNSK2E06DR284542	14,780
1990 Ford F350 Box Van	Single Axle Truck	2FDKF37M8LCA31457	12,689
2016 Ford F550 4WD	Single Axle Truck	1FD0W5HT0GEA39383	11,641
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT4FEA41541	29,179
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT6FEA41542	26,535
2012 Ford F550 4WD	Single Axle Truck	1FDUF5HT1CEB62461	56,601
2012 Ford F550 4WD	Single Axle Truck	1FD0X5HT7CEC70594	45,810
1997 Ford F350 Flatbed	Single Axle Truck	1FDKF38F4VEA31694	35,123

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Russell L. Coats Operations Director / B. 80 Tie
Name and Title of Authorized Representative

Russell L. Coats 10/24/2016
Signature Date

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
 State of Mo.)

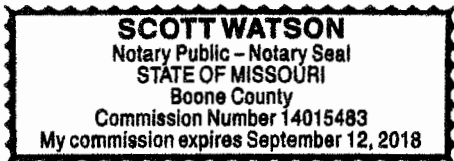
My name is Russell L. Coats. I am an authorized agent of Big O Tire / MFA A.I.
 (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Russell L. Coats 10/24/2016
 Affiant Date

Russell L. Coats
 Printed Name

Subscribed and sworn to before me this 24th day of October, 2016.



Scott Watson
 Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.



BOONE COUNTY, MISSOURI
Request for Bid: 44-18OCT16- Vehicle Repair Services

ADDENDUM # 1 - Issued October 12, 2016

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

The County has received the following questions and is providing a response below:

1. What is the estimated annual spend for this bid or what was spent for this last year?

Response: Historically our Public Works department has spent approximately \$2,000 annually and our Sheriff Department \$7,100.

2. Are the bid tabulations from the last bid available?

Response: This is the first time we have bid this service.

By:

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **44-18OCT16 - Vehicle Repair Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **44-25OCT16**
Commodity Title: **Vehicle Mechanic Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, October 25, 2016**
Time: **1:30 p.m. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 110
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, October 25, 2016**
Time: **1:30 p.m.**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Qualification Questionnaire**
- Exhibit C **Current Inventory of Vehicles**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid Response” Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Mechanic Repair Services** to various Boone County owned vehicles.

The County has a fleet of 149 vehicles which includes automobiles, pickup trucks, and pursuit/patrol cars and SUVs, which serve various County departments. Current inventory list is attached as Exhibit C.

- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through December 31, 2017** and **may be automatically renewed for up to an additional four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.3.1. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **GENERAL CONDITIONS / SCOPE OF SERVICE**
- 2.4.1. **Background Information:** The maintenance and repair of vehicles is currently performed at a central maintenance garage facility within the Boone County Public Works Department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works Department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an

hourly charge for service provided at the maintenance garage facility and a cost plus percent for parts/material. The list of potential vehicles under this contract is attached as *Exhibit C*. Other vehicles may be added throughout the year.

- 2.4.2. Repair shops selected shall have the capacity to make repairs on all types of vehicles: trucks, cars, vans, 4X4s, pursuit vehicles, etc. and repair vehicles from all major manufacturers.
- 2.4.3. Bidders shall perform routine repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair and other repairs normal and customary for routine repair of a commercial fleet.
- 2.4.4. **Turnaround Time:** County desires a turnaround time of within two (2) business days for routine repairs. If any repair work is going to require more than 48 hours, the referring County department must be notified.
- 2.4.5. **Special Service:** Sheriff vehicles at the shop shall be given reasonable priority over all other vehicles. The priority service shall be specified in the *Qualification Questionnaire* attached to this bid.
- 2.4.6. **Parts and Material:** All parts and material required in the performance of this specification shall be charged on the basis of total cost plus percent mark-up, which must be identified on the Response Form. The County reserves the right, should it deem necessary, to inspect the bidder's discount procedure, either prior to or after the contract has been awarded. The contractor will be required to show the discount rate allowed on each and every invoice.
- 2.4.7. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within two (2) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.
- 2.4.8. **Repair Limitations:** Repairs estimated to exceed \$1,000 should be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation should be presented in writing by the Contractor to the County.
- 2.4.9. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.4.10. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.4.11. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.4.12. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to

ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.

- 2.4.13. **Contractor Qualifications and Experience:** All potential vendors shall be primarily engaged in the business of the repair of automobiles and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested services as designated in the specifications mentioned herein.

Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.

- 2.4.13.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

- 2.4.13.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

- 2.5. **Invoices:** The County’s purchase order number or contract number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:

1. Name of the County Department for which the repair was performed.
2. Description of equipment and work performed.
3. Date(s) work performed.
4. Itemized list of material, if any.
5. Itemized cost of material, if any.
6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.5.1. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.

- 2.6. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

- 2.7. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

- 2.7.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal

business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form. If your firm is open on Saturdays for repair service, please specify on the *Qualification Questionnaire*.

- 2.7.2. All County calls to schedule service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.7.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
- 2.7.4. **Facilities Requirements:** Bidders' facility shall be located within Boone County, Missouri. County will be responsible for delivering vehicle to the Bidders' facility to be repaired.
- 2.7.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion. All work shall be executed by personnel skilled in their respective lines of work.
- 2.7.6. **Property Damage:** Contractor shall be responsible for repair of any damage to County vehicle and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7.7. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.7.8. **Procedures**

The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:

 - All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
 - All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County Representative reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County Representative and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.7.8.1. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County Representative or designee for approval of substitute replacement repair parts.
- 2.7.8.2. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light

bulbs, tires, belts and fluids for engines, drive trains or transaxle.

- 2.7.8.3. Any substitution of parts or material for any reason whatsoever, shall be approved by the County Representative prior to installation.
 - 2.7.8.4. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County Representative after comparison with the original estimate. Any discrepancies shall be clarified before signature.
 - 2.7.8.5. Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.7.8.6. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.7.8.7. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.8. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **Insurance Requirements:** The awarded Contractor(s) shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.1. **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.
- 2.9.2. **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 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 \$3,000,000.00 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 endorse 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.

- 2.9.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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.
- 2.9.4. **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.
- 2.9.5. **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 Owner. 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.
- 2.9.6. **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

2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.11. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110, Columbia, Missouri 65201
Telephone (573) 886-4391 Fax (573) 886-4390
E-mail: mbobbitt@boonecountymo.org.
- 2.11.2. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

Authorized County Representatives include:

Greg Edington
Assistant Manager, Road Maintenance Operations
Boone County Public Works
5551 Tom Bass Road
Columbia, MO 65201
Phone: 573-449-8515
GEDington@boonecountymo.org

Captain Gary German
Sheriff Department
2121 County Drive
Columbia, MO 65202
Phone: 573-875-1111, extension 6213
GGerman@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. Email Address: _____

4.8. Vehicle Repair Work: We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	_____ %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____ /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____ /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____ /hour

4.9. Emergency Twenty-Four Hour Service Contact:

Name: _____

Telephone Number: _____

4.10. Holidays: Contractor shall list the holidays observed by their company: _____

4.11. Describe the warranty for vehicle repairs:

4.12. What size vehicles can you accommodate inside your shop?

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

_____ Yes _____ No

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.14.1. Today's Date: _____

4.14.1. Authorized Representative (Sign By Hand):

4.14.3. Type or Print Signed Name:

PRIOR EXPERIENCE

List up to three (3) vehicle repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

Qualification Questionnaire

Bidder must complete this questionnaire in order to be included in the evaluation of the bids. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

I. Facility Name and Physical Address:

II. Normal Operating Hours:

Weekdays _____ am to _____ pm

Saturdays _____ am to _____ pm

Sundays & Holidays _____ am to _____ pm

III. Number of ASE Certified employees:

IV. Do any of your employees have any other special certifications or ratings? If so, specify:

V. Do you have any special equipment that is available to service County vehicles? If so, specify:

VI. How many working bays does your facility have?

VII. What is the overall size of your facility?

VIII. Do you have a locked, fenced and secured storage area? Yes / No

IX. How far in advance must appointments be scheduled?

X. In case of an emergency, will you accommodate the County with same day repair services when possible? Yes / No

XI. List the largest vehicles by weight that you can accommodate on your lifts.

XII. Specify any special service provided to expedite the maintenance of repairs of Sheriff vehicles such as priority service.

Current Inventory of Vehicles

Exhibit C

Year Make Model	Type	VIN	Meter / Miles
2013 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFW1ET3DKE83947	9,877
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE75DZ286011	26,565
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE70DZ285915	99,174
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE73DZ285956	80,963
2013 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCRKPE78DZ85578	74,981
2009 Dodge 3500	Light Duty Pickup	3D6WH46T59G550079	88,964
2012 Chevrolet 3500 Crew Cab 4WD	Light Duty Pickup	1GB4KZCG6CF159880	65,105
2011 Chevrolet 3500 4WD	Light Duty Pickup	1GB3KZCG7BF229512	81,001
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19029Z227997	109,979
1995 Ford F150 4WD	Light Duty Pickup	1FTEF14N3SLB77983	74,958
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	1GCVKNEC8GZ233503	0
2013 Toyota Tacoma	Light Duty Pickup	3TMLU4EN4DM115149	24,813
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC0EZ284308	17,393
2014 Chevrolet 1500 Ext Cab 4WD	Light Duty Pickup	1GCVKPEC4EZ286868	21,786
1997 Ford Ranger	Light Duty Pickup	1FTCR10U7VUC50685	111,244
2012 Chevrolet 2500 4WD	Light Duty Pickup	1GC2KVCG1CZ325135	24,378
2016 Chevrolet Silverado	Light Duty Pickup	1GCVKNEC2GZ233674	0
2011 Ford F150 Ext Cab	Light Duty Pickup	1FTEX1EMXBF71972	63,496
2009 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19039Z227586	66,624.00
2015 GMC Canyon	Light Duty Pickup	1GTG6BE31F1189384	17,763
2016 Chevrolet Silverado Crew Cab 4x4	Light Duty Pickup	3GCUKNEH4GG214843	7,681
2014 Ford F150 Ext Cab	Light Duty Pickup	1FM5K8B89EGB96483	8,355
2011 Chevrolet 1500 4WD	Light Duty Pickup	1GCRKPEA0BZ368835	80,170
2014 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTFX1EF0EKD83197	46,664
2008 Chevrolet 1500 4WD	Light Duty Pickup	1GCEK19028Z298728	139,300
1994 Ford F150 4WD	Light Duty Pickup	1FTEF14N0RNB35124	65,740
2015 Ford F150 Crew Cab 4WD	Light Duty Pickup	1FTEW1EF3FKF08208	974
1993 Ford F150 4WD	Light Duty Pickup	1FTEF14N4PNB33681	94,953
2015 Ford F350	VANS/SUV/PICKUPS	1FDRF3H68FED10162	10,361
2013 Ford Fusion	Passenger Vehicle	3FA6P0G75DR380571	8,971
2007 Chevrolet Malibu	Passenger Vehicle	1G1ZS57F87F277519	51,952
2005 Ford 05 FORD CV	Passenger Vehicle	2FAFP71W65X113323	112,429
2016 Ford Taurus PI Pursuit	Passenger Vehicle	1FAHP2L88GG115982	0
2012 Toyota Camry	Passenger Vehicle	4T1BF1FK4CU116140	55,486
2003 Chevrolet Impala	Passenger Vehicle	2G1WF52E139396490	104,815
2010 Dodge Charger	Passenger Vehicle	2B3CA4CT4AH218643	143,115
2006 Ford Crown Victoria	Passenger Vehicle	2FAHP71W66X159597	112,154
2013 Ford Focus	Passenger Vehicle	1FADP3F20DL237282	29,194
2011 Chevrolet Equinox	Passenger/SUV	2CNFLCEC1B6360535	122,264
2014 Ford Transit Connect Van XL SWB	Passenger/SUV	NM0LS6E77E1156695	11,665
2008 Chevrolet Uplander	Passenger/SUV	1GNDV23W88D192858	103,257
2012 Toyota Camry	Passenger/SUV	4T1BF1FK5CU109889	62,292

2011 Chevrolet Equinox	Passenger/SUV	2CNFLEEC1B6390999	78,640.00
2004 Chevrolet Astro Cargo Van	Passenger/SUV	1GCDM19X64B130452	67,753
2005 Ford Explorer	Passenger/SUV	1FMZU72K55ZA65945	90,177
2005 Ford Explorer	Passenger/SUV	1FMZU72K35ZA65944	107,513
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1AX137964	103,997
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV6AX137961	101,216
2013 Ford Explorer	Passenger/SUV	1FM5K8B8XDGA55436	34,902
2013 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9DGA51517	70,136
2015 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L85FG159548	12,944
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC91830	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC60704	874
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR5GGC91832	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR8GGC60705	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR3GGC91831	631
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR6GGC91838	1,596
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR0GGC91835	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR9GGC91834	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR2GGC91836	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR7GGC91833	18
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8ARXGGC60706	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR4GGC91837	0
2016 Ford Interceptor Utility Pursuit	Passenger/SUV	1FM5K8AR1GGC60707	0
2014 Ford Explorer	Passenger/SUV	1FTFX1EF2EKD83198	18,793
2005 Ford Explorer	Passenger/SUV	1FMZU72K15ZA65943	120,425
2009 Ford Crown Victoria	Passenger/SUV	2FAHP71V79X105432	138,051
2009 Dodge Charger	Passenger/SUV	2B3LA43T79H639395	112,117
2003 Chevrolet Impala	Passenger/SUV	2G1WF55K739347022	162,468
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV1BX177043	100,629
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV9BX177047	96,448
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV0BX177048	90,611
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX177049	69,920
2011 Chevrolet Caprice	Passenger/SUV	6G1MK5E2XBL550967	118,334
2007 Ford Taurus	Passenger/SUV	1FAFP53U87A170599	121,569
2004 Chevrolet Impala Pursuit	Passenger/SUV	2G1WF52K549202146	156,235
2007 Chevrolet Impala Pursuit	Passenger/SUV	2G1WB55K079306264	130,247
2007 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W17X160464	119,229
2006 Ford Taurus	Passenger/SUV	1FAFP53256A210473	95,079
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L87DG222484	41,310
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2L89DG222485	44,912
2009 Chevrolet Impala	Passenger/SUV	2G1WS57M691298493	95,281
2012 Chevrolet Caprice Pursuit	Passenger/SUV	6G1MK5R22CL651514	90,888
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2M82DG121593	81,150
2003 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71W73X190594	109,493
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MTZDG117094	78,836
2009 Ford Crown Victoria Pursuit	Passenger/SUV	2FAHP71V99X143714	103,691
2013 Ford Taurus PI Pursuit	Passenger/SUV	1FAHP2MT2DG150919	96,015
2012 Dodge Charger Pursuit	Passenger/SUV	2C3CDXAT0CH287928	80,638

2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV8AX137962	113,592
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV5AX137966	109,372
2010 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV7AX137967	105,364
2011 Ford Crown Victoria Pursuit	Passenger/SUV	2FABP7BV2BX120978	111,049
2012 Toyota Camry	Passenger/SUV	4T1BF1FK4CU117997	42,039
2011 Ford Crown Victoria	Passenger/SUV	2FABP7BV9BX177050	132,690
2013 Chrysler Town and Country	Passenger/SUV	2C4RC1BG9DR727213	17,305
2007 Ford Crown Victoria	Passenger/SUV	2FAHP71W77X160467	118,051
2014 Ford F250 4WD	SEVERE SV TRUCK	1FTBF2B68EEB34642	10,873
1997 GMC 1500 4WD	SEVERE SV TRUCK	1GTEK19R9VE529531	148,293
2015 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7FKD12423	18,132
2005 Chevrolet 1500 4WD	SEVERE SV TRUCK	1GCEC14VX5Z323435	79,536
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT3CS289113	76,940
2012 Dodge 1500 4WD	SEVERE SV TRUCK	1C6RD7KT5CS289114	57,176
2007 Chevrolet 1500 4WD	SEVERE SV TRUCK	2GCEK13C171661207	166,515
2012 Chevrolet 1500 4WD	SEVERE SV TRUCK	3GCPKPEA2CG276215	61,515
1999 Ford Van	SEVERE SV TRUCK	1FDWE30F7XHC26383	116,592
2013 Ford F150 4WD	SEVERE SV TRUCK	1FTFW1EF7DKE77899	80,068
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0DGC63643	51,248
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5DGC73620	68,911
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73621	104,241
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73622	89,575
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGC38494	33,886
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5EGC38495	35,904
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7EGC38496	52,106
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC27002	38,984
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9EGC38497	43,811
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2EGC27003	37,752
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR4EGC27004	41,174
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT7EGC38493	47,461
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR0EGC38498	49,927
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR8FGC66812	14,061
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8ARXFGC66813	15,780
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR6FGC66811	15,916
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR5FGC51670	8,597
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT0FGC66816	24,922
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AT9FGC66815	11,583
2015 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR1FGC66814	13,536
2008 Chevrolet TrailBlazer	SEVERE VAN/SUV	1GNDT13S582128138	138,820
2006 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS31L76DA95157	85,031
2014 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR3EGB38430	61,411
2013 Ford Explorer	SEVERE VAN/SUV	1FM5K8B88DGA55435	67,998
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGA51516	75,804
2011 Chevrolet Tahoe Pursuit	SEVERE VAN/SUV	1GNLC2E00BR322541	91,744
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L17DB25562	116,853
2007 Ford Van	SEVERE VAN/SUV	1FBSS31L37DB25563	124,318
2011 Ford Econoline 350 Van	SEVERE VAN/SUV	1FBSS3BL3BDB31578	13,255

2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR7DGC73618	70,655
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR9DGC73619	78,620
2013 Ford Interceptor Utility Pursuit	SEVERE VAN/SUV	1FM5K8AR2DGC63644	48,074
1996 Ford Club Wagon	SEVERE VAN/SUV	1FBHE31H8THA97775	191,377
2000 Chevrolet Van	VANS/SUV/PICKUPS	1GAGG29R2Y1275004	67,402
2001 Ford Van	VANS/SUV/PICKUPS	1FBSS31L91HB34753	23,595
2013 Chevrolet Tahoe	SEVERE VAN/SUV	1GNSK2E06DR284542	14,780
1990 Ford F350 Box Van	Single Axle Truck	2FDKF37M8LCA31457	12,689
2016 Ford F550 4WD	Single Axle Truck	1FD0W5HT0GEA39383	11,641
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT4FEA41541	29,179
2015 Ford F550 4WD	Single Axle Truck	1FD0W5HT6FEA41542	26,535
2012 Ford F550 4WD	Single Axle Truck	1FDUF5HT1CEB62461	56,601
2012 Ford F550 4WD	Single Axle Truck	1FD0X5HT7CEC70594	45,810
1997 Ford F350 Flatbed	Single Axle Truck	1FDKF38F4VEA31694	35,123

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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. The County reserves the right to award to more than one (1) supplier. Multiple awards may be made. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for 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.

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.



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 44-25OCT16- Vehicle Mechanic Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

9/1/2017

DATE (MM/DD/YYYY)
8/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : WESCHESTER		
INSURER C : LM Insurance Corporation		33600
INSURER D : General Star Indemnity Company		37362
INSURER E :		
INSURER F :		

COVERAGES BIG CERTIFICATE NUMBER: 13651563 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	TB2-641-433446-136	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	AS2-641-433446-146	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	G22046913011	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA5-64D-433446-016	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GARAGE KEEPERS	N	N	AS2-641-433446-146	9/1/2016	9/1/2017	LIMIT EACH LOCATION: \$60,000
D	AUTO LIABILITY BUFFER LAYER			1XG417385C	9/1/2016	9/1/2017	AUTO BUFFER LIMIT: \$3,000,000 X \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BOONE COUNTY IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL, AUTO, AND UMBRELLA LIABILITY COVERAGE, ONLY AS REQUIRED BY CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

13651563

 BOONE COUNTY
 613 E ASH ST, ROOM 109
 COLUMBIA MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20

16

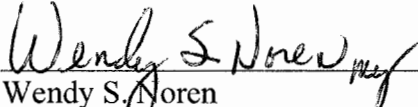
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC160740001 to purchase Electrical Supplies from Graybar Electric Company, Inc. of Jefferson City, MO.

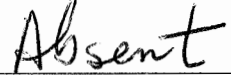
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

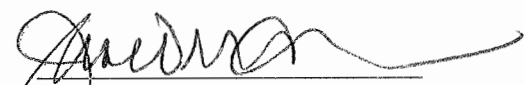
Done this 15th day of November, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 9, 2016
RE: Cooperative Contract – CC160740001 – Electrical Supplies

Purchasing requests permission to utilize the State of Missouri cooperative contract for Electrical Supplies from Graybar Electric Company, Inc. of Jefferson City, Missouri.

The County will receive a 66.2% discount from Graybar's list catalog price. The contract period is through August 21, 2017 and has two, one-year renewal periods.

This is a County-Wide term and supply contract with the primary users as Facilities Maintenance, Sheriff, Public Works and Joint Communications.

cc: Contract File

**PURCHASE AGREEMENT FOR
ELECTRICAL PRODUCTS**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Graybar Electric Company, Inc.**, 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 a Term and Supply contract for **Electrical Products** in compliance with all bid specifications and any addendums issued for the State of Missouri Invitation for Bid / Contract Number **CC160740001**. 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 and/or County of Los Angeles bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Invitation for Bid / Contract Number **CC160740001** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **November 1, 2016 and extend through August 21, 2017** subject to the provisions for termination specified below. The contract may be renewed for two additional one-year periods.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Electrical Products on an as needed basis, FOB destination-Freight Prepaid and Allowed.

Firm, fixed discount for electrical supplies to be applied to the contractor's online catalog prices: 66.2%

4. **Delivery** - Contractor agrees to deliver the items as specified in the bid specifications. Delivery shall occur within one business day on in-stock items. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

5. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Office / 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. 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.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

7. **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.

GRAYBAR ELECTRIC COMPANY, INC.

by *Barry Aza*
title *Branch Manager*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: *[Signature]*
County Counselor

ATTEST:

Wendy S. Noren
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.)

June E. Pitchford
Signature by *[Signature]*

1/18/16
Date

County-Wide Term & Supply
No Encumbrance Required
Appropriation Account



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 08/18/2016

CONTRACT TITLE: Electrical Supplies

CURRENT CONTRACT PERIOD:	August 22, 2016 through August 21, 2017	
RENEWAL INFORMATION:	Original Contract Period:	August 22, 2016 through August 21, 2017
	Renewal Options Available:	2
	Potential Final Expiration:	August 21, 2019
BUYER INFORMATION:	Kristina Cramer 573-751-1695 Kristina.cramer@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

This contract has been established for the convenience of state agencies.
Local Purchase Authority may be used to purchase supplies included in this contract
from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC160740001	1307943800 6 MB00101537	Graybar Electric Company, Inc. 235 Jaycee Drive Jefferson City, Missouri 65109 Single Point of Contact: Jeff Graber Phone: (573) 681-6406 Toll Free: 1-800-666-5135 Fax: (573) 636-5139 E-Mail: jeff.graber@graybar.com	N	Y

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
08/22/2016 – 08/21/2016	08/18/16	Initial issuance of new statewide contract

Purpose and Use of Contracts:

CC160740001 is a preferred use contract established for state agencies to use for the purchase of a wide range of electrical supplies. This contract replaces C113096001.

The contract is for the purchase of electrical supplies including, but not limited to conduit, wire and cable, wire connectors, boxes and enclosures, wireways, circuit breakers and fuses, conduit hangers and fittings, distribution, and switches for various state agencies and cooperative procurements entities located throughout the State of Missouri. This shall not include LED's, Next-Generation LED's, lamps, bulbs, ballasts, fixtures, modules, starters, reflectors, and retrofit items/kits for lighting.

State agencies are advised that similar products are available from C115005001 - C115005003, and from contract C111207001 – C111207003.. State agencies are advised to check all contracts available to them for the purchase of these items, and to choose the best product, best price, best delivery the various contracts make available to them. All contracts are “preferred use” contracts which means that the contracts have been bid with the goal of providing good market pricing and product variety to state agencies. Agencies are encouraged to use preferred-use contracts but in rare instances where the state agency can obtain like or similar products that meet the state agency’s needs at a better price, then the agency has authority to purchase the items from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf>.

Product Variety Available:

Graybar will provide a complete line of electrical supplies from several of the leading manufacturer’s. The manufacturers that Graybar utilizes are provided in their catalog and on their website at www.graybar.com. Graybar will be providing the State of Missouri with its standard product lines similar to what they provide to all companies they serve.

Warranty:

Graybar will provide the standard manufacturers’ warranty on all products provided through the State contract. If a product issue comes up before the standard warranty expires, the state agencies should contact the contractor for warranty support.

Catalogs and Ordering:

	Contact Information (Address/Phone/Fax/E-mail)
Mail	Graybar Electric Company, Inc. 235 Jaycee Drive Jefferson City, MO 65109
Phone	Toll Free: 800-666-5135 Main: 519-681-6400 Direct: 573-681-6406
Fax	573-636-5139
On-Line (Internet)	www.graybar.com Punch-out on MissouriBUYS

Graybar offers phone, fax, e-mail and in-store order processing. Payment can be made by check, EFT or purchasing card.

Agencies that ARE NOT setup for ordering on MissouriBUYS:

Graybar still has their complete inventory on an online catalog. Graybar's website is www.graybar.com.

Agencies that ARE setup for ordering on MissouriBUYS:

Graybar has their complete inventory in an online catalog located through the punch-out portal for the contract on MissouriBUYS.

MissouriBUYS Catalog Price: The calculation of the state's price should match the pricing for the item contained in the contractor's MissouriBUYS catalog since the pricing the state agency sees for items in the MissouriBUYS catalog is the already discounted price.

Agencies should notify the Division of Purchasing in the event appropriate discounts are not being applied. The state agency should notify the Division of Purchasing in the event that invoiced or website pricing is not equal to or lower than pricing the state agency calculates on the basis of published hard copy catalog pricing.

Locations:

Graybar locations include:

Service Center, 8170 Lackland Road, Bel Ridge, MO

Corporate Office, 34 N. Meramec, Clayton, MO

IT/Training Center, 11885 Lackland Rd., St. Louis, MO

Branch Office/Warehouse, 1915 W. Woodland, Springfield, MO

Branch Office/Warehouse, 235 Jaycee Drive, Jefferson City, MO

Branch Office/Warehouse, 1221 E. 13th Street, Kansas City, MO

Branch Office/Warehouse, 1904 N. LeCompte, Springfield, MO

Branch Office, Columbia, MO.

Delivery Terms:

In-stock items: 1 business day

Restocking Fee:

Graybar does not charge a restocking fee when the item is ordered in error by the state agency. Normal stock items with normal stock quantities ordered in error by the state agency may be returned with no restocking fee. Stock items with non-normal quantities or non-stock items may be returned based on manufacturers return authorization terms and conditions. The state agency returning material ordered in error will be responsible for all outgoing and return freight charges.

Note: In all cases the state agencies can contact the single point of contact listed on the first page of this notice with any contract related issues.

Contract Number: CC160740001

Contractor: GRAYBAR

<u>LINE</u> <u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>PERCENTAGE</u> <u>DISCOUNT</u>
1	C/S Code: 39121701 <i>Electrical Hangers</i> Firm, fixed discount for electrical supplies to be applied to the contractor's online catalog prices.	PCNT	66.2 %

**State of Missouri
Office of Administration
Division of Purchasing Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: CC16074001

Contractor: Graybar Electric Company, Inc.

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations:

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102

You may also e-mail form to the buyer as an attachment at:
kristina.cramer@oa.mo.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20 16

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

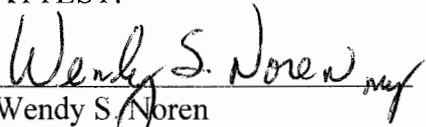
Now on this day the County Commission of the County of Boone does hereby award bid 42-21SEP16 – Vehicle Body Repair Services Term & Supply to the following:

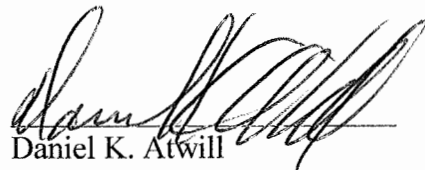
Dents Unlimited Columbia MO, LLC
Joe Machen’s East Collision Center
Joe Machen’s Body and Paint
University Subaru

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

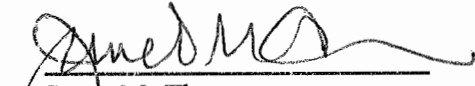
Done this 15th day of November, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

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: October 28, 2016
RE: **42-21SEP16 – Vehicle Body Repair Services – Term and Supply**

42-21SEP16- Vehicle Body Repair Services opened on October 3, 2016. Four bids were received. Public Works and Sheriff Departments recommend award to all bidders to allow for flexibility in scheduling and brand specific specialty repairs. The bidders were: Dents Unlimited Columbia MO, LLC of Columbia MO, Joe Machen's East Collision Center of Columbia MO, Joe Machen's Body and Paint of Columbia Missouri, and University Subaru of Columbia MO.

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 \$12,000 and insurance amounts,
Department 1251, Sherriff, account 59100 – vehicle repair and maintenance, budgeted \$40,100 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

42-21SEP16 - Vehicle Body Repair Service
Bid Tabulation

	Vendor name	Dents Unlimited	Joe Machen's Body & Paint West	Joe Machen's East Collision Center	University Subaru
4.8.	PRICING				
4.8.1.	Standard Labor Rate Per Hour	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Item 1.	Paint	\$45.00	\$47.00	\$47.00	\$55.00
Item 2.	Body Work	\$45.00	\$47.00	\$47.00	\$55.00
Item 3.	Mechanical	\$45.00	\$47.00	\$47.00	\$55.00
Item 4.	Materials/Parts Cost Plus% Markup	25	25	25	25
Item 5.	Name of Parts Price List Used for 4.8.1.4	OE	OE	OE	LKQ (used)
4.9.	Maximum % Increase for Renewal Periods	% Increase	% Increase	% Increase	% Increase
	% 2nd Year	0	0	0	0
	% 3rd Year	0	0	0	0
	% 4th year	0	0	0	0
4.10.	Holidays	4th of July, Memorial Day, Labor Day, Thanksgiving, Christmas	New Year's Day, Memorial Day, Forth of July, Labor Day, Thanksgiving, Christmas	New Year's, Memorial Day, Forth of July, Labor Day, Thanksgiving, Christmas	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
4.11	Warranty - Body Finish	Warranty is for as long as customer owns vehicle for any defects from refinish related to repair work	Two Years	Two Years	Lifetime for current owner of the vehicle
4.12	What vehicle size can you accommodate	All Sedans, Pickup trucks, Cargo vans, SUVs	Any Size	Any Size	Up to and including 1-ton pickups, SUVs, and Vans
4.14	Coop (Y/N)	Yes	Yes	Yes	Yes

523-2016

**PURCHASE AGREEMENT
FOR
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dents Unlimited Columbia MO 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, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **42-21SEP16**, any applicable addenda, and the Contractor's bid response dated **October 10, 2016** and executed by **Marc LaFerriere** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department, Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, 2121 County Drive, Columbia, MO 65202**, and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. Repair/Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

9. 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.

DENTS UNLIMITED COLUMBIA MO LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

by [Signature]
title Owner

[Signature]
Daniel K. Atwill, Presiding Commissioner

address 1004 Big Bear Blvd
Columbia Mo 65202

APPROVED AS TO FORM:

ATTEST:

by: [Signature]
County Counselor

[Signature]
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 this contract do not create a measurable county obligation at this time.)

2040/59100 Term/Supply
1251-59100 Term/Supply
1255/59100 Term/Supply

[Signature] by jjg 11/09/2016
Signature Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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.

4. Response Form

4.1. Company Name: Dents Unlimited Columbia MO LLC

4.2. Address: 1004 Big Bear Blvd

4.3. City/Zip: Columbia MO 65202

4.4. Phone Number: 573-817-1200

4.5. Fax Number: 573-817-1203

4.6. Federal Tax ID: 81-0563023

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name Marc Laferriere
- Other (Specify) LLC / S-Corp

4.7. Email Address: Marc@dentsunlimitedmidmo.com

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
1.		Standard Labor Rate Per Hour – Paint	\$ <u>45</u> /hour
2.		Standard Labor Rate Per Hour - Body Work	\$ <u>45</u> /hour
3.		Standard Labor Rate Per Hour – Mechanical	\$ <u>65</u> /hour

4.9 Maximum Percentage Increase for Renewal Periods

<input checked="" type="checkbox"/>	% 2 nd Year
<input checked="" type="checkbox"/>	% 3 rd Year
<input checked="" type="checkbox"/>	% 4 th Year

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

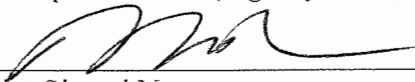
4.11. Describe the **warranty for body finish repairs:**
4th of July, Memorial Day, Labor day, Thanksgiving, Christmas

4.12. **What size vehicles can you accommodate inside your shop?**
All sedans, Pickup Trucks, Cargo vans, SUV's

4.13. **Today's Date:** 10-3-2016

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.14.1. Authorized Representative (Sign By Hand):



4.14.2. Type or Print Signed Name:

Marc LaFerriere



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 3 - Issued September 29, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE:

Replace RFB Response Form with attached REVISED Response Form

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Dents Unlimited Columbia MO LLC
 Address: 1004 Big Bear Blvd Columbia MO 65202
 Phone Number: 573-817-1200 Fax Number: 573-817-1203
 E-mail: marc@dentsunlimitedmidmo.com
 Authorized Representative Signature: [Signature] Date: 10-3-2016
 Authorized Representative Printed Name: Marc LaFerriere

County of Boone

Purchasing Department

4. REVISED Response Form

- 4.1. Company Name: Dents Unlimited Columbia MO LLC
- 4.2. Address: 1004 Big Bear Blvd
- 4.3. City/Zip: Columbia MO 65202
- 4.4. Phone Number: 573-817-1200
- 4.5. Fax Number: 573-817-1203
- 4.6. Federal Tax ID: FT-0563023
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC - S Corp
- 4.7. Email Address: Marc @ dentsunlimitedmidmo.com

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour - Paint	\$ <u>45</u> /hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ <u>45</u> /hour
	3.	Standard Labor Rate Per Hour - Mechanical	\$ <u>65</u> /hour
	4.	Materials/Parts Cost Plus % Markup	<u>25</u> % recycled parts
	5.	Name of Parts Price List Used for 4.8.1.4 above <u>Varies</u>	→ <u>\$ 35/ part non-materials</u> List price OEM parts List price Aftermarket parts

4.9	Maximum Percentage Increase for Renewal Periods
<u>0</u>	% 2 nd Year
<u>0</u>	% 3 rd Year
<u>0</u>	% 4 th Year

PER REFINISH HOUR = PARTS INCLUDES 1.5 HOURLY PRICING FOR REFINISH!!!

Boone County Purchasing

Phil Fichter
Director of Purchasing



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

September 21, 2016

Dear Sir/Madam:

To be able to be considered for Vehicle Body Repair for Boone County, you should respond to this Request For Bid on the enclosed RFB document, following all instructions included in the RFB.

The deadline for submission have been extended to October 3, 2016, 10:00AM.

Please register to receive bids, proposals and **addendums** for Boone County **by e-mail notification**. Please complete the *Vendor Registration Form* on our web page. This site may be accessed at the following address: <http://www.showmeboone.com>

Along the left of the page under *County Offices*, select *Purchasing*. Then select *Vendor Registration*. At the **Welcome to Boone County Vendor Information System page**, read the statement on that page, then select *Apply for a Boone County Vendor ID*. Complete information (including e-mail address) and select *submit*.

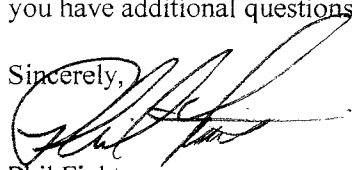
Commodities and services can now be selected. There are multiple ways to search for your commodities. For example, if you sell computers, you can enter "computer" in the box next to **Enter Keyword for all Products/Services**. Then scroll to the bottom of the page and select the different choices of "computers" that you can provide. When finished at that screen, select *Add Codes*. Continue to select commodities in this manner until finished. When finished, select *Submit*. **Please be sure to register for commodity codes NIGP code 928.0 and any others that you can provide.**

In the future, we will be notifying your firm by e-mail of bid notices and addendums. Vendor selection will be based upon the NIGP code identifying the commodity and/or service. **If you do not register, you will be absent from our database.**

Please have multiple people from your entity register so you do not miss bid opportunities from someone being on vacation, leaving your employment, etc. Please also register your global e-mail address if you have one. It is your responsibility to keep your registration up-to-date and current. You will need to know your vendor number and e-mail address to be able to access your registration for updating. Your vendor number will be provided to you at registration.

We will continue to keep our web site updated with bids, bid addendums, bid tabulations and bid awards. If you have additional questions, please contact our department.

Sincerely,



Phil Fichter
Buyer

An Affirmative Action/Equal Opportunity Institution



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: 42-21SEP16
Commodity Title: Vehicle Body Repair Services

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Wednesday, September 21, 2016
Time: 10:A.M. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: Wednesday, September 21, 2016
Time: 10:30 A.M. (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Exhibit A: Prior Experience
Exhibit B: Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
“No Bid Response” Form

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
-
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- ~~2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.~~
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – The Bidders local place of business **within Boone County**.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.

2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.

2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.

~~2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.~~

2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.

2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Name of the County Department for which the repair was performed.
2. Description of equipment and work performed.
3. Date(s) work performed.
4. Itemized list of material, if any.
5. Itemized cost of material, if any.
6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.

2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.

2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.

2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Body work for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.

2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.

2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract.

Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

2.8.10. **Procedures**

The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:

All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.

All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.

2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).

2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.

2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.

2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.

2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

- 2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - ~~2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.~~
 - 2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes
- 2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
-
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymo.org.

2.12.3. ~~**County Authorized Representative**~~ – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney
Risk Management Specialist
573-886-7215 – phone
Hmatney@boonecountymo.org

2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services within the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for ~~late or incorrect deliveries from the US Postal Service or any other mail carrier.~~
-
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. **Prior Services Performed for:**

Company Name: *Alternative Community Training*
Address: *2200 Durlington Ct*
Columbus IN 46520
Contact Name: *Deanos*
Telephone Number: *573-474-9446*

Date of Contract:
Length of Contract: *Fleet Account - no Contract*

Description of Prior Services (include dates):

Multiple Auto Body Repairs over several years

2. **Prior Services Performed for:**

Company Name: *Wheels Tire*
Address: *666 Garland Place*
Des Plaines, IL 60016
Contact Name: *Network Management*
Telephone Number: *800-447-2211*

Date of Contract: *1-13-2014*
Length of Contract: *Indefinite*

Description of Prior Services (include dates):

Auto Body Repair

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

Dents Unlimited Columbia, MO LLC

1004 Big Bear Blvd

Columbia MO 65202

573-817-1200

- II. Number of years Bidder has been engaged in vehicle body repair business:

10

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

MA

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

 X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

~~2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.~~

 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.



Applicant

10-3-2016

Date

Marc LaFerriere

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Marc LaFerriere Owner
Name and Title of Authorized Representative

[Signature] 10-3-2016
Signature Date

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.
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.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

"No Bid" Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

4.10. **Holidays:** Contractor shall list the holidays observed by their company: 4th of July, Memorial Day, Labor Day, Thanksgiving,

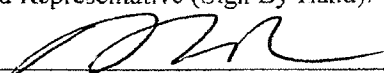
Christmas, New Years Day

4.11. Describe the warranty for body finish repairs:
Warranty is for as long as customer owns vehicle
for any defects from refresh related to repair work.

4.12. What size vehicles can you accommodate inside your shop?
All sedans, pickup Trucks, Cargo Vans, SUV, Coupe

4.13. Today's Date: 10-3-2016

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.14.1. Authorized Representative (Sign By Hand):


4.14.2. Type or Print Signed Name:
Marc LaFerrere

Phil Fichter - URGENT paint warranty for Dents Unlimited

From: Marc LaFerriere <marc@dentsunlimitedmidmo.com>
To: <pfichter@boonecountymo.org>
Date: 10/3/2016 11:41 AM
Subject: URGENT paint warranty for Dents Unlimited
Attachments: Boone County revised warranty page.pdf

Phil,

My apologies for the extra time I have caused you today. Please see attached the revised P13 properly describing the holiday dates and warranty for refinish work. I appreciate your help today.

Sincerely,

--
Marc LaFerriere



Certified Collision Care Provider



MISSOURI

J. R. Miller

DRIVER LICENSE



9 CLASS **F** 4b EXP **09/03/2019**
4d DL NO **T211285018** 3 DOB **09/03/1974**

8 **5750 N ROUTE E**
COLUMBIA, MO 65202

9a END **NONE**
12 RESTRICTIONS **NONE**
15 SEX **M** 17 WGT **165 lb** 4a ISS **09/05/2013**
16 HGT **5'-11"** 18 EYES **BRO**



DONOR

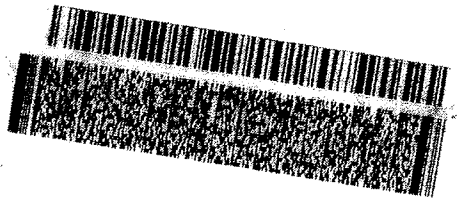
5 DD **132112480054**



CLASS:
F-Operator

ENDORSEMENTS:
None

RESTRICTIONS:
None



Card Rev 12/10/2012

HEREBY MAKE AN ANATOMICAL
GIFT UPON MY DEATH. ANY ORGAN SPECIFICALLY:

SIGNATURE OF DONOR _____ DATE _____

1ST WITNESS	2ND WITNESS	MEDICAL ALERT	BLOOD TYPE
DECISIONS	NAME OF LICENSEE'S ATTORNEY IN FACT FOR HEALTH CARE		
ADDRESS			
CITY		ST	ZIP



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 1 - Issued September 20, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE Bid Submission and Bid Opening date and time to:

Day/Date: Monday October 3, 2016
Time: 10:00AM central time

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Dents Unlimited Columbia, MO LLC
Address: 1004 Big Bear Blvd Columbia, MO LLC
Phone Number: 573-817-1200 Fax Number: 573-817-1203
E-mail: Marc@dentsunlimitedmidmo.com
Authorized Representative Signature: [Signature] Date: 10-3-2016
Authorized Representative Printed Name: Marc LaFerriere



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 2 - Issued September 28, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

A. CHANGE Section 2.8.2 to read:

Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

B. CHANGE Section 2.8.3. to read:

All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.

C. CHANGE – Replace insurance requirements in paragraph 2.9. through 2.9.5 with attached insurance requirements.

D. The County received the following questions and is providing the following responses:

1. **Question** - If I signed up to receive emails notification from the County, do I need to answer the packet I received?
Response – Yes, if you plan to submit a bid response.
2. **Question** – Will the County use more than one vendor?
Response – Possibly – using more than one vendor is an option for the County per paragraph 2.12.4.
3. **Question** - 2.5 Pricing- sometimes there is hidden damage when the vehicle is brought in for an estimate. Is this stating the no supplement repairs will be considered for payment?
Response – addressed in paragraph 2.8.10
4. **Question** - Our business hours are 8am-5pm Monday through Friday. Is that a problem since 2.8.2 states 7am-5pm?
Response – Reference CHANGE in “A” above.

5. **Question** - In reviewing the document I did not see anywhere that states we must provide a discount but I'm just making sure. Our Direct Repair contracts with major insurance companies state that if we offer a discount to one it has to extend to them also, so everyone pays the same price; currently \$55/body and paint labor hours, \$35/paint material hours.
Response – No discounts are required.

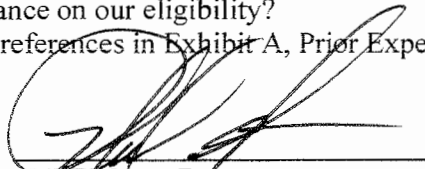
6. **Question** - How does the Certificate of Liability language for additional insured need to read and what address?
Response – (Example) Boone County is an additional insured with respect to the General, Auto, and Umbrella Liability coverage, only as required by contract, subject to the terms and conditions of the policy. Umbrella is follow-form subject to the terms and conditions of the Umbrella coverage form.
Boone County
613 E Ash St. Room 111
Columbia, MO 65201

7. **Question** - Does this (Certificate of Insurance) need to accompany the RFB document?
Response – No, it can be sent in after the bid award by contractor.

8. **Question** - Does the Certificate of Work Comp also need to be included in the RFB?
Response – No, it can be sent in after the bid award by contractor.

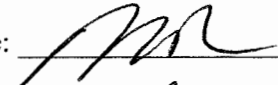
9. **Question** - For the reason stated in 5 we have not contracted for any other fleet work because most require us to give a discount, so Exhibit A would be not applicable. Does that have any significance on our eligibility?
Response – Please provide references in Exhibit A, Prior Experience.

By:



Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Dents Unlimited Columbia, MO LLC
Address: 1004 Big Bear Blvd Columbia MO 65202
Phone Number: 573-817-1200 Fax Number: 573-817-1207
E-mail: Marc @ dents unlimited midmo.com
Authorized Representative Signature:  Date: 10-3-2016
Authorized Representative Printed Name: Marc LaFerriere

ATTACHMENT – RFP #42-21SEP16-ADDENDUM # 2

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 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 \$3,000,000.00 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 endorse 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 \$3,000,000.00 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.

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 Owner. 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

ATTN : Phil

3 pages Total



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
“No Bid Response” Form**

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – The Bidders local place of business **within Boone County**.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.
- 2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
- 2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Body work for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.
- 2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.
- 2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

- 2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.8.10. **Procedures**
The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:
All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).
- 2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.
- 2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.
- 2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.
- 2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

- 2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - 2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
 - 2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes
- 2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymo.org.

2.12.3. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney
Risk Management Specialist
573-886-7215 – phone
Hmatney@boonecountymo.org

2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services within the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Email Address: _____

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ _____/hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ _____/hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ _____/hour

4.9	Maximum Percentage Increase for Renewal Periods	
	% 2 nd Year	
	% 3 rd Year	
	% 4 th Year	

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.11. Describe the **warranty for body finish repairs:**

4.12. **What size vehicles can you accommodate inside your shop?**

4.13. **Today's Date:** _____

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.14.1. Authorized Representative (Sign By Hand):

4.14.2. Type or Print Signed Name:

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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.
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.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

“No Bid” Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

DENTS-1

OP ID: CC

DATE (MM/DD/YYYY)

10/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harrison Agency, Inc. 2100 White Gate Drive Columbia, MO 65202 Samuel Bennett CIC, AFIS, CPIA	CONTACT NAME: Harrison Agency, Inc. PHONE (A/C, No, Ext): 573-474-9537 E-MAIL ADDRESS:	FAX (A/C, No): 573-474-0233
	INSURER(S) AFFORDING COVERAGE	
INSURED Dents Unimtd Columbia, MO, LLC Marc 1004 Big Bear Boulevard Columbia, MO 65202	INSURER A : Owners Insurance Co NAIC # 32700	
	INSURER B : Auto Owners Insurance 18988	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4870041901	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		4870041904	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		5046775500	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	75011864	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Boone Missouri is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

COUNTYB County of Boone, Missouri Boone County Purchasing 613 E Ash Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DENTS-1 UP ID: CC

DATE (MM/DD/YYYY)

10/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harrison Agency, Inc. 2100 White Gate Drive Columbia, MO 65202 Samuel Bennett CIC, AFIS, CPIA	CONTACT NAME: Harrison Agency, Inc. PHONE (A/C, No, Ext): 573-474-9537 E-MAIL ADDRESS:	FAX (A/C, No): 573-474-0233
	INSURER(S) AFFORDING COVERAGE	
INSURED Dents Unlmtd Columbia, MO, LLC Marc 1004 Big Bear Boulevard Columbia, MO 65202	INSURER A: Owners Insurance Co	NAIC # 32700
	INSURER B: Auto Owners Insurance	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4870041901	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		4870041904	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		5046775500	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	75011864	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Boone Missouri is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

COUNTYB County of Boone, Missouri Boone County Purchasing 613 E Ash Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

**PURCHASE AGREEMENT
FOR
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMO, LLC, d/b/a Joe Machens East Collision Center**, 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, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **42-21SEP16**, any applicable addenda, and the Contractor's bid response dated **September 30, 2016** and executed by **Doug Bryant** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

ITEM	DESCRIPTION	UNIT PRICE
1.	Standard Labor Rate Per Hour – Paint	\$47 / hour
2.	Standard Labor Rate Per Hour - Body Work	\$47 / hour
3.	Standard Labor Rate Per Hour – Mechanical	\$47 / hour
4.	Materials/Parts Cost Plus % Markup	25%
5.	Name of Parts Price List Used for 4.8.1.4. above	OE

Maximum Percentage Increase for Renewal Periods
0% 2 nd Year
0 % 3 rd Year
0 % 4 th Year

4. Delivery - Contractor agrees to deliver the items as specified and within the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department, Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201** or Sheriff, Captain Gary

German, 2121 County Drive, Columbia, MO 65202, and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. Repair/Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

9. 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.

523-2016

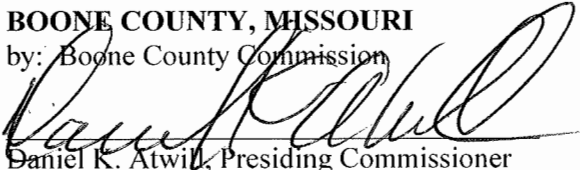
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

McLARTY CMFO, LLC,
JOE MACHENS EAST COLLISION CENTER

BOONE COUNTY, MISSOURI

by: Boone County Commission

by  _____


Daniel K. Atwil, Presiding Commissioner


title collision center Man.

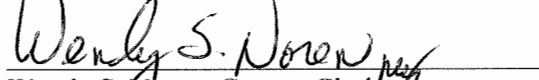
address 1000 W. Waverly St.

Columbia MO 65203

APPROVED AS TO FORM:

ATTEST:


County Counselor


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 this contract do not create a measurable county obligation at this time.)

June Pitchford by sig 11/09/2016 2040, 1251, 1255 / 59100 Term/Supply
Signature Date Appropriation Account

4. REVISED Response Form

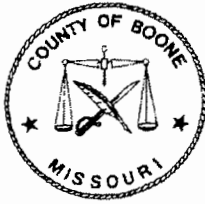
- 4.1. Company Name: Joe Machens East Collision Center
- 4.2. Address: 1606 Commerce Ct.
- 4.3. City/Zip: Columbia 65202
- 4.4. Phone Number: 573-442-4700
- 4.5. Fax Number: 573-442-5757
- 4.6. Federal Tax ID: 47-4658086
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Email Address: dbryant@machens.com

4.8. **Vehicle Body Repair Work:** We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ <u>47.00</u> /hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ <u>47.00</u> /hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ <u>47.00</u> /hour
	4.	Materials/Parts Cost Plus % Markup	<u>25</u> %
	5.	Name of Parts Price List Used for 4.8.1.4 above	<u>OE</u>

4.9	Maximum Percentage Increase for Renewal Periods	
	<u>0</u>	% 2 nd Year
	<u>0</u>	% 3 rd Year
	<u>0</u>	% 4 th Year



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 3 - Issued September 29, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE:

Replace RFB Response Form with attached REVISED Response Form

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Joe Machens East Collision Center
Address: 1606 Commerce Ct. Columbia MO 65202

Phone Number: 573-442-4700 Fax Number: 573-442-5757

E-mail: dbryant@machens.com

Authorized Representative Signature:  Date: 9/30/16

Authorized Representative Printed Name: Doug Bryant

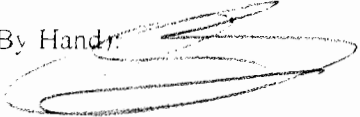
4.10. **Holidays:** Contractor shall list the holidays observed by their company: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas

4.11. Describe the **warranty** for body finish repairs: Two years

4.12. **What size vehicles can you accommodate inside your shop?**
Any size

4.13. **Today's Date:** 9/29/16

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.14.1. Authorized Representative (Sign By Hand): 

4.14.2. Type or Print Signed Name:
Day Bryant

Boone County Purchasing

Phil Fichter
Director of Purchasing



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

September 21, 2016

Dear Sir/Madam:

To be able to be considered for Vehicle Body Repair for Boone County, you should respond to this Request For Bid on the enclosed RFB document, following all instructions included in the RFB.

The deadline for submission have been extended to October 3, 2016, 10:00AM.

Please register to receive bids, proposals and **addendums** for Boone County **by e-mail notification**. Please complete the *Vendor Registration Form* on our web page. This site may be accessed at the following address: <http://www.showmeboone.com>

Along the left of the page under *County Offices*, select *Purchasing*. Then select *Vendor Registration*. At the **Welcome to Boone County Vendor Information System page**, read the statement on that page, then select *Apply for a Boone County Vendor ID*. Complete information (including e-mail address) and select *submit*.

Commodities and services can now be selected. There are multiple ways to search for your commodities. For example, if you sell computers, you can enter "computer" in the box next to **Enter Keyword for all Products/Services**. Then scroll to the bottom of the page and select the different choices of "computers" that you can provide. When finished at that screen, select *Add Codes*. Continue to select commodities in this manner until finished. When finished, select *Submit*. **Please be sure to register for commodity codes NIGP code 928.0 and any others that you can provide.**

In the future, we will be notifying your firm by e-mail of bid notices and addendums. Vendor selection will be based upon the NIGP code identifying the commodity and/or service. **If you do not register, you will be absent from our database.**

Please have multiple people from your entity register so you do not miss bid opportunities from someone being on vacation, leaving your employment, etc. Please also register your global e-mail address if you have one. It is your responsibility to keep your registration up-to-date and current. You will need to know your vendor number and e-mail address to be able to access your registration for updating. Your vendor number will be provided to you at registration.

We will continue to keep our web site updated with bids, bid addendums, bid tabulations and bid awards. If you have additional questions, please contact our department.

Sincerely,

Phil Fichter
Buyer

An Affirmative Action/Equal Opportunity Institution



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 2 - Issued September 28, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

A. CHANGE Section 2.8.2 to read:

Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

B. CHANGE Section 2.8.3. to read:

All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.

C. CHANGE – Replace insurance requirements in paragraph 2.9. through 2.9.5 with attached insurance requirements.

D. The County received the following questions and is providing the following responses:

1. **Question** - If I signed up to receive emails notification from the County, do I need to answer the packet I received?
Response – Yes, if you plan to submit a bid response.
2. **Question** – Will the County use more than one vendor?
Response – Possibly – using more than one vendor is an option for the County per paragraph 2.12.4.
3. **Question** - 2.5 Pricing- sometimes there is hidden damage when the vehicle is brought in for an estimate. Is this stating the no supplement repairs will be considered for payment?
Response – addressed in paragraph 2.8.10
4. **Question** - Our business hours are 8am-5pm Monday through Friday. Is that a problem since 2.8.2 states 7am-5pm?
Response – Reference CHANGE in "A" above.

5. **Question** - In reviewing the document I did not see anywhere that states we must provide a discount but I'm just making sure. Our Direct Repair contracts with major insurance companies state that if we offer a discount to one it has to extend to them also, so everyone pays the same price; currently \$55/body and paint labor hours, \$35/paint material hours.

Response - No discounts are required.

6. **Question** - How does the Certificate of Liability language for additional insured need to read and what address?

Response - (Example) Boone County is an additional insured with respect to the General, Auto, and Umbrella Liability coverage, only as required by contract, subject to the terms and conditions of the policy. Umbrella is follow-form subject to the terms and conditions of the Umbrella coverage form.

Boone County
613 E Ash St. Room 111
Columbia, MO 65201

7. **Question** - Does this (Certificate of Insurance) need to accompany the RFB document?

Response - No, it can be sent in after the bid award by contractor.


8. **Question** - Does the Certificate of Work Comp also need to be included in the RFB?

Response - No, it can be sent in after the bid award by contractor.

9. **Question** - For the reason stated in 5 we have not contracted for any other fleet work because most require us to give a discount, so Exhibit A would be not applicable. Does that have any significance on our eligibility?

Response - Please provide references in Exhibit A. Prior Experience.

By:


Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Joe Machens East Collision Center
Address: 11606 Commerce Ct. Columbia, MO 65202

Phone Number: 573.442.4700 Fax Number: 573.442.5757

E-mail: dbryant@machens.com

Authorized Representative Signature:  Date: 9/29/16

Authorized Representative Printed Name: Doug Bryant

RFP #42-21SEP16-ADDENDUM #2

9/28/16

ATTACHMENT – RFP #42-21SEP16-ADDENDUM # 2

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 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 \$3,000,000.00 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 endorse 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 \$3,000,000.00 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.

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 Owner. 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



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 1 - Issued September 20, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE Bid Submission and Bid Opening date and time to:

Day/Date: **Monday October 3, 2016**

Time: **10:00AM central time**

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Joe Machens East Collision Center
Address: 1606 Commerce Ct. Columbia Mo 65202

Phone Number: 573 442-4700 Fax Number: 573 442-5757

E-mail: dbryant@machens.com

Authorized Representative Signature:  Date: 9/29/16

Authorized Representative Printed Name: Doug Bryant



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10: A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

- 2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.8.10. **Procedures**
The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:
- All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
 - All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).
- 2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.
- 2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.
- 2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.
- 2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

(Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

BSE

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. **Prior Services Performed for:**

Company Name: AAA Insurance
Address: 12901 N Forty Dr. St. Louis, MO 63141

Contact Name: Mike Genens
Telephone Number: 314-808-4140

Date of Contract: 2010
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

2. **Prior Services Performed for:**

Company Name: American Family
Address: 6000 American Parkway Madison, WI 53783

Contact Name: John Lee
Telephone Number: 573-489-0145

Date of Contract: 2010
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

3. **Prior Services Performed for:**

Company Name: Nationwide
Address: One Nationwide Plaza Columbus, OH 43215

Contact Name: Nick Colicchio
Telephone Number: 314-825-7546

Date of Contract: 2010
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

Joe Machens East Collision Center
1606 Commerce Ct. Columbia MO 65202
573.442.4700

- II. Number of years Bidder has been engaged in vehicle body repair business:

42 years

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

N/A

BSE

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the McLarty Automotive Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1129116

Approved by:

Employer McLarty Automotive Group, LLC	
Name (Please Type or Print) Krista Swenson	Title
Signature Electronically Signed	Date 09/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/22/2016

Company ID Number: 1129116

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McLarty Automotive Group, LLC
Company Facility Address	425 W. Capitol Avenue Suite 3600 Little Rock, AR 72201
Company Alternate Address	
County or Parish	PULASKI
Employer Identification Number	474708714
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	13

Company ID Number: 1129116

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Sherry Canine
Phone Number (573) 445 - 4411
Fax Number (573) 445 - 0000
Email Address scanine@machens.com

Name Susan S King
Phone Number (501) 707 - 1063
Fax Number (501) 227 - 4554
Email Address sking@mclartyauto.com

Name Krista L Swenson
Phone Number (501) 374 - 4464
Fax Number (501) 374 - 1493
Email Address kswenson@mclartyauto.com

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

BSE.

(Please complete and return with Contract)


Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Doug Bryant Body Shop Manager
Name and Title of Authorized Representative

 10/3/16
Signature Date

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.
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



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

"No Bid" Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
 - 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.6. **REPAIR LOCATIONS** – The Bidders local place of business **within Boone County**.
 - 2.7. **GENERAL CONDITIONS**
 - 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.
- 2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
- 2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Body work for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.
- 2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.
- 2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

- 2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.8.10. **Procedures**
The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:
All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).
- 2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.
- 2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.
- 2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.
- 2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

- 2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - 2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
 - 2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes
- 2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymmo.org.

2.12.3. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney
Risk Management Specialist
573-886-7215 – phone
Hmatney@boonecountymmo.org

2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services within the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Email Address: _____

4.8. **Vehicle Body Repair Work:** We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ _____/hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ _____/hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ _____/hour

4.9	Maximum Percentage Increase for Renewal Periods	
	% 2 nd Year	
	% 3 rd Year	
	% 4 th Year	

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.11. Describe the **warranty for body finish repairs:** _____

4.12. **What size vehicles can you accommodate inside your shop?** _____

4.13. **Today's Date:** _____

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.14.1. Authorized Representative (Sign By Hand):

4.14.2. Type or Print Signed Name: _____

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

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

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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.
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.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

“No Bid” Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Boone County Purchasing

Phil M. Fichter
Buyer



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

October 19, 2016

Joe Machens East Collision Center
ATTN: Doug Bryant
1606 Commerce Court
Columbia, MO 65202

RE: 42-21SEP16- Vehicle Body Repair Services

Dear Mr. Bryant:

Enclosed are two original contracts for signature. Please sign and **return both copies** of the contract as soon as possible.

A current Insurance Certificate is also required. You may have your insurance agent fax your insurance certificate to (573) 886-4390. Please name the County of Boone as "additional insureds". Our insurance requirements are attached to the contract.

Once all documents have been returned, the award recommendation is presented in Commission for approval. Upon commission approval of contract, we will return an original contract to you with Notice to Proceed.

Please contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil M. Fichter", is written over a horizontal line.

Phil M. Fichter
Buyer

cc: Contract File

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 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 **\$3,000,000.00** 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 endorse 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 **\$3,000,000.00** 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.

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 Owner. 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

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
State of Missouri)

My name is Doug Bryant. I am an authorized agent of Joe Machens East 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 County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

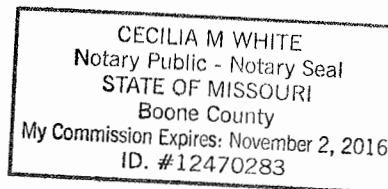


Affiant 10-26-2016
Date

Doug Bryant
Printed Name

Subscribed and sworn to before me this 26th day of Oct, 2016.

Cecilia M. White
Notary Public



Company ID Number: 1129116

Approved by:

Employer McLarty Automotive Group, LLC	
Name (Please Type or Print) Krista Swenson	Title
Signature Electronically Signed	Date 09/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/22/2016

Company ID Number: 1129116

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McLarty Automotive Group, LLC
Company Facility Address	425 W. Capitol Avenue Suite 3600 Little Rock, AR 72201
Company Alternate Address	
County or Parish	PULASKI
Employer Identification Number	474708714
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	13

Company ID Number: 1129116

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Sherry Canine
Phone Number (573) 445 - 4411
Fax Number (573) 445 - 0000
Email Address scanine@machens.com

Name Susan S King
Phone Number (501) 707 - 1063
Fax Number (501) 227 - 4554
Email Address sking@mclartyauto.com

Name Krista L Swenson
Phone Number (501) 374 - 4464
Fax Number (501) 374 - 1493
Email Address kswenson@mclartyauto.com



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MCLARTY CMFO LLC, JOE MACHENS FORD LINCOLN PO BOX 4517 LITTLE ROCK, AR 72214	
POLICY NUMBER SEE CERTIFICATE # 69.3		EFFECTIVE DATE: SEE CERTIFICATE # 69.3	
CARRIER SEE CERTIFICATE # 69.3	NAIC CODE		

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOE MACHENS FORD BODY SHOP 600 BERNADETTE DR COLUMBIA MO 65202
 JOE MACHENS EAST COLLISION CENTER 1609 COMMERCE CT COLUMBIA MO 65202
 GENERAL LIABILITY IS PROVIDED UNDER THE AUTO DEALERS COVERAGE FORM. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PROVIDED BY THE AUTO DEALER LIABILITY POLICY.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)

1-1-2016

PRODUCER

Missouri Automobile Dealers' Workers' Compensation Fund
 PO Box 1279
 Jefferson City, MO 65102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A Missouri Automobile Dealers Association Workers' Compensation Fund
COMPANY LETTER	B Safety National Casualty Corporation
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

INSURED

Joe Machens Ford Lincoln
 McLarty CMFO, LLC
 1911 West Worley
 Columbia, MO 65206
 FEIN: 47-4868086

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	COMPREHENSIVE FORM				BODILY INJURY OCC. \$
	PREMISES/OPERATIONS				BODILY INJURY AGG. \$
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC. \$
	PRODUCTS/COMPLETED OPER.				PROPERTY DAMAGE AGG. \$
	CONTRACTUAL				BI & PD COMBINED OCC. \$
	INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG. \$
	BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG. \$
	PERSONAL INJURY				
	AUTOMOBILE LIABILITY				
	ANY AUTO				BODILY INJURY (Per Person) \$
	ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per Accident) \$
	ALL OWNED AUTOS (Other Than Private Passengers)				Property Damage \$
					BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	EXCESS LIABILITY				
	UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
A B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	02934-00	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH OCCURRENCE \$1,600,000 DISEASE - POL. LIMIT \$1,600,000 DISABE - EACH EMPLOYER \$1,600,000
	OTHER				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

Limits of Liability: Coverage A - Workers' Compensation - Statutory (unlimited). Coverage B - Employers Liability - \$1,600,000 Policy Limit. Self-Insured Retention - \$600,000 each occurrence, Coverage A and B respectively. Aggregate Workers' Compensation - \$2,000,000. Mesothelioma Election made by MADA Workers' Compensation Trustees for all Fund Members.

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Steve Knoll

**PURCHASE AGREEMENT
FOR
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Body and Paint**, 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, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **42-21SEP16**, any applicable addenda, and the Contractor's bid response dated **September 30, 2016** and executed by **Doug Bryant** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

ITEM	DESCRIPTION	UNIT PRICE
1.	Standard Labor Rate Per Hour – Paint	\$47 / hour
2.	Standard Labor Rate Per Hour - Body Work	\$47 / hour
3.	Standard Labor Rate Per Hour – Mechanical	\$47 / hour
4.	Materials/Parts Cost Plus % Markup	25%
5.	Name of Parts Price List Used for 4.8.1.4. above	OE

Maximum Percentage Increase for Renewal Periods	
0% 2 nd Year	
0 % 3 rd Year	
0 % 4 th Year	

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department, Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, 2121 County**

Drive, Columbia, MO 65202, and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. Repair/Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

9. 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.

523-2016

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

McLARTY CMFO, LLC, d/b/a
JOE MACHENS BODY AND PAINT

by [Signature]

title collison Center Man.

address 1911 W. Waverly St

Columbia Mo 65205

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]
County Counselor

ATTEST:

[Signature]
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 this contract do not create a measurable county obligation at this time.)

June Pitchford by jg 11/09/2016 2040, 1251, 1255 / 59100 Term/Supply
Signature Date Appropriation Account

4. REVISED Response Form

- 4.1. Company Name: Joe Machens Body + Paint
- 4.2. Address: 600 Bernadette
- 4.3. City/Zip: Columbia 65203
- 4.4. Phone Number: 573.445.8385
- 4.5. Fax Number: 573.446.7051
- 4.6. Federal Tax ID: 47-4658086
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Email Address: dbryant@machens.com

4.8. **Vehicle Body Repair Work:** We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ <u>47.00</u> /hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ <u>47.00</u> /hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ <u>47.00</u> /hour
	4.	Materials/Parts Cost Plus % Markup	<u>25</u> %
	5.	Name of Parts Price List Used for 4.8.1.4 above	<u>OE</u>

4.9	Maximum Percentage Increase for Renewal Periods	
	<u>0</u> % 2 nd Year	
	<u>0</u> % 3 rd Year	
	<u>0</u> % 4 th Year	



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 3 - Issued September 29, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE:

Replace RFB Response Form with attached REVISED Response Form

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Joe Machens Body & Paint
Address: 600 Bernadette Columbia MO 65203

Phone Number: 573-445-8385 Fax Number: 573-446-7051

E-mail: dbryant@machens.com

Authorized Representative Signature:  Date: 9/30/16

Authorized Representative Printed Name: Doug Bryant


4.10. **Holidays:** Contractor shall list the holidays observed by their company: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas

4.11. Describe the **warranty for body finish repairs:**
Two years

4.12. **What size vehicles can you accommodate inside your shop?**
Any size

4.13. **Today's Date:** 9/27/16

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.14.1. Authorized Representative (Sign By Hand): 

4.14.2. Type or Print Signed Name:
Doug Bryant

Boone County Purchasing

Phil Fichter
Director of Purchasing



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

September 21, 2016

Dear Sir/Madam:

To be able to be considered for Vehicle Body Repair for Boone County, you should respond to this Request For Bid on the enclosed RFB document, following all instructions included in the RFB.

The deadline for submission have been extended to October 3, 2016, 10:00AM.

Please register to receive bids, proposals and **addendums** for Boone County **by e-mail notification**. Please complete the *Vendor Registration Form* on our web page. This site may be accessed at the following address: <http://www.showmeboone.com>

Along the left of the page under *County Offices*, select *Purchasing*. Then select *Vendor Registration*. At the **Welcome to Boone County Vendor Information System page**, read the statement on that page, then select *Apply for a Boone County Vendor ID*. Complete information (including e-mail address) and select *submit*.

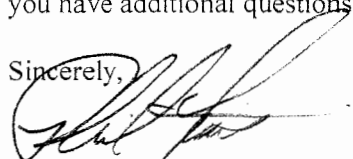
Commodities and services can now be selected. There are multiple ways to search for your commodities. For example, if you sell computers, you can enter "computer" in the box next to **Enter Keyword for all Products/Services**. Then scroll to the bottom of the page and select the different choices of "computers" that you can provide. When finished at that screen, select *Add Codes*. Continue to select commodities in this manner until finished. When finished, select *Submit*. **Please be sure to register for commodity codes NIGP code 928.0 and any others that you can provide.**

In the future, we will be notifying your firm by e-mail of bid notices and addendums. Vendor selection will be based upon the NIGP code identifying the commodity and/or service. **If you do not register, you will be absent from our database.**

Please have multiple people from your entity register so you do not miss bid opportunities from someone being on vacation, leaving your employment, etc. Please also register your global e-mail address if you have one. It is your responsibility to keep your registration up-to-date and current. You will need to know your vendor number and e-mail address to be able to access your registration for updating. Your vendor number will be provided to you at registration.

We will continue to keep our web site updated with bids, bid addendums, bid tabulations and bid awards. If you have additional questions, please contact our department.

Sincerely,



Phil Fichter
Buyer

An Affirmative Action/Equal Opportunity Institution



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 2 - Issued September 28, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

A. CHANGE Section 2.8.2 to read:

Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

B. CHANGE Section 2.8.3. to read:

All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.

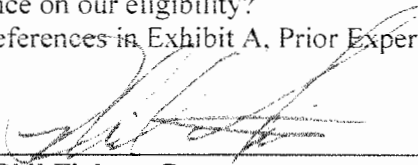
C. CHANGE – Replace insurance requirements in paragraph 2.9. through 2.9.5 with attached insurance requirements.

D. The County received the following questions and is providing the following responses:


1. **Question** - If I signed up to receive emails notification from the County, do I need to answer the packet I received?
Response – Yes, if you plan to submit a bid response.
2. **Question** – Will the County use more than one vendor?
Response – Possibly – using more than one vendor is an option for the County per paragraph 2.12.4.
3. **Question** - 2.5 Pricing- sometimes there is hidden damage when the vehicle is brought in for an estimate. Is this stating the no supplement repairs will be considered for payment?
Response – addressed in paragraph 2.8.10
4. **Question** - Our business hours are 8am-5pm Monday through Friday. Is that a problem since 2.8.2 states 7am-5pm?
Response – Reference CHANGE in "A" above.

5. **Question** - In reviewing the document I did not see anywhere that states we must provide a discount but I'm just making sure. Our Direct Repair contracts with major insurance companies state that if we offer a discount to one it has to extend to them also, so everyone pays the same price; currently \$55/body and paint labor hours, \$35/paint material hours.
Response – No discounts are required.
6. **Question** - How does the Certificate of Liability language for additional insured need to read and what address?
Response – (Example) Boone County is an additional insured with respect to the General, Auto, and Umbrella Liability coverage, only as required by contract, subject to the terms and conditions of the policy. Umbrella is follow-form subject to the terms and conditions of the Umbrella coverage form.
Boone County
613 E Ash St. Room 111
Columbia, MO 65201
7. **Question** - Does this (Certificate of Insurance) need to accompany the RFB document?
Response – No, it can be sent in after the bid award by contractor.
8. **Question** - Does the Certificate of Work Comp also need to be included in the RFB?
Response – No, it can be sent in after the bid award by contractor.
9. **Question** - For the reason stated in 5 we have not contracted for any other fleet work because most require us to give a discount, so Exhibit A would be not applicable. Does that have any significance on our eligibility?
Response – Please provide references in Exhibit A. Prior Experience.

By:


Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*, receipt of which is hereby acknowledged:

Company Name: Joe Machens Body + Paint
Address: 600 Bernadette Columbia MO 65203
Phone Number: 573.445.8385 Fax Number: 573.446.7051
E-mail: dbryant@machens.com
Authorized Representative Signature:  Date: 9/29/16
Authorized Representative Printed Name: Doug Bryant

ATTACHMENT – RFP #42-21SEP16-ADDENDUM # 2

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 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 \$3,000,000.00 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 endorse 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 \$3,000,000.00 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.

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 Owner. 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



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM #1 - Issued September 20, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.


CHANGE Bid Submission and Bid Opening date and time to:

Day/Date: Monday October 3, 2016
Time: 10:00AM central time

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #42-21SEP16- *Vehicle Body Repair Services*. receipt of which is hereby acknowledged:

Company Name: Joe Machens Body & Paint
Address: 600 Bernade He Columbia MO 65203
Phone Number: 573 445 8385 Fax Number: 573 446 7051
E-mail: dbryant@machens.com
Authorized Representative Signature:  Date: 9/27/16
Authorized Representative Printed Name: Doug Bryant



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
-
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

2.8.10. **Procedures**

The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:

All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.

All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.

2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).

2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.

2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.

2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.

2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

(Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will **also apply**.
-
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

EXHIBIT APRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. **Prior Services Performed for:**

Company Name: AAA Insurance
Address: 12901 N Forty Dr. St. Louis, MO 63141

Contact Name: Mike Genens
Telephone Number: 314.808.4140

Date of Contract: 2005
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

2. **Prior Services Performed for:**

Company Name: American Family
Address: 6000 American Parkway Madison, WI 53783

Contact Name: John Lee
Telephone Number: 573.489.0145

Date of Contract: 2005
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

3. **Prior Services Performed for:**

Company Name: Nationwide
Address: One Nationwide Plaza Columbus, OH 43215

Contact Name: Nick Colicchio
Telephone Number: 314.825.7546

Date of Contract: 2005
Length of Contract: present

Description of Prior Services (include dates):

Complete body, frame and refinish repairs.

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

Joe Machers Body & Paint
600 Bernadette Columbia MO 65203
573.445.8385

- II. Number of years Bidder has been engaged in vehicle body repair business:

42 years

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

N/A

BSW

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the McLarty Automotive Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1129116

Approved by:

Employer McLarty Automotive Group, LLC	
Name (Please Type or Print) Krista Swenson	Title
Signature Electronically Signed	Date 09/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/22/2016

Company ID Number: 1129116

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McLarty Automotive Group, LLC
Company Facility Address	425 W. Capitol Avenue Suite 3600 Little Rock, AR 72201
Company Alternate Address	
County or Parish	PULASKI
Employer Identification Number	474708714
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	13

Company ID Number: 1129116

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Sherry Canine
Phone Number (573) 445 - 4411
Fax Number (573) 445 - 0000
Email Address scanine@machens.com

Name Susan S King
Phone Number (501) 707 - 1063
Fax Number (501) 227 - 4554
Email Address sking@mclartyauto.com

Name Krista L Swenson
Phone Number (501) 374 - 4464
Fax Number (501) 374 - 1493
Email Address kswenson@mclartyauto.com

BSW

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

BSW

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Doug Bryant Body Shop Manager
Name and Title of Authorized Representative

Signature



10-3-16
Date

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.
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



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

“No Bid” Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
“No Bid Response” Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – The Bidders local place of business **within Boone County**.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.
- 2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
- 2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Body work for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.
- 2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.
- 2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

- 2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.8.10. **Procedures**
The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:
All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).
- 2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.
- 2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.
- 2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.
- 2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

- 2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - 2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
 - 2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes
- 2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymmo.org.

2.12.3. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney
Risk Management Specialist
573-886-7215 – phone
Hmatney@boonecountymmo.org

2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services within the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Email Address: _____

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ _____/hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ _____/hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ _____/hour

4.9	Maximum Percentage Increase for Renewal Periods	
	% 2 nd Year	
	% 3 rd Year	
	% 4 th Year	

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.11. Describe the **warranty for body finish repairs:** _____

4.12. **What size vehicles can you accommodate inside your shop?** _____

4.13. **Today's Date:** _____

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.14.1. Authorized Representative (Sign By Hand):

4.14.2. Type or Print Signed Name: _____

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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.
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.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

“No Bid” Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MCLARTY CMFO LLC, JOE MACHENS FORD LINCOLN PO BOX 4517 LITTLE ROCK, AR 72214	
POLICY NUMBER SEE CERTIFICATE # 69.3		EFFECTIVE DATE: SEE CERTIFICATE # 69.3	
CARRIER SEE CERTIFICATE # 69.3	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOE MACHENS FORD BODY SHOP 600 BERNADETTE DR COLUMBIA MO 65202
 JOE MACHENS EAST COLLISION CENTER 1609 COMMERCE CT COLUMBIA MO 65202
 GENERAL LIABILITY IS PROVIDED UNDER THE AUTO DEALERS COVERAGE FORM. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PROVIDED BY THE AUTO DEALER LIABILITY POLICY.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

MAG AUTOMOTIVE HOLDINGS LLC
425 W CAPITOL AVE #3600
LITTLE ROCK AR 72201

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

Additional Insured Name and Address:

COUNTY OF BOONE MISSOURI
% PURCHASING DEPARTMENT
613 E ASH ST
COLUMBIA MO 65201

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 0764726

Transaction Effective Date: 10-28-2016

CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)

1-1-2016

PRODUCER

Missouri Automobile Dealers' Workers' Compensation Fund
 PO Box 1279
 Jefferson City, MO 65102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Missouri Automobile Dealers Association Workers' Compensation Fund
COMPANY LETTER	B	Safety National Casualty Corporation
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Joe Machens Ford Lincoln
 McLarty CMFO, LLC
 1911 West Worley
 Columbia, MO 65206
 FEIN: 47-4668080

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				BODILY INJURY OCC.	\$
	COMPREHENSIVE FORM				BODILY INJURY AGG.	\$
	PREMISES/OPERATIONS				PROPERTY DAMAGE OCC.	\$
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG.	\$
	PRODUCTS/COMPLETED OPER.				BI & PD COMBINED OCC.	\$
	CONTRACTUAL				BI & PD COMBINED AGG.	\$
	INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG.	\$
	BROAD FORM PROPERTY DAMAGE					
	PERSONAL INJURY					
	AUTOMOBILE LIABILITY				BODILY INJURY (Per Person)	\$
	ANY AUTO				BODILY INJURY (Per Accident)	\$
	ALL OWNED AUTOS (Private Pass)				Property Damage	\$
	ALL OWNED AUTOS (Other Than Private Passengers)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA FORM				AGGREGATE	\$
	OTHER THAN UMBRELLA FORM					
A B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	02934-00	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH OCCURRENCE	\$1,600,000
					DISEASE - POL. LIMIT	\$1,600,000
					DISABR - EACH EMPLOYEE	\$1,600,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS


Limits of Liability: Coverage A - Workers' Compensation - Statutory (unlimited). Coverage B - Employers Liability - \$1,600,000 Policy Limit. Self-Insured Retention - \$600,000 each occurrence, Coverage A and B respectively. Aggregate Workers' Compensation - \$2,000,000. Mesothelioma Election made by MADA Workers' Compensation Trustees for all Fund Members.

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE



**PURCHASE AGREEMENT
FOR
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 15th day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **University Subaru**, 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, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **42-21SEP16**, any applicable addenda, and the Contractor's bid response dated **September 29, 2016** and executed by **Stewart DeVore** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department, Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, 2121 County Drive, Columbia, MO 65202** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Repair/Warranties** - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

9. **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.

UNIVERSITY SUBARU

by Stuart DeVore
 title Body Shop Mgr.
 address 1200 I-70 Dr SW
Columbia, MO 65203

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: [Signature]
 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 this contract do not create a measurable county obligation at this time.)

2040/59100 Term/Supply
 1251-59100 Term/Supply
 1255/59100 Term/Supply

Jane Patchford by jg 11/09/2016
 Signature Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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.

4. Response Form

- 4.1 Company Name: **University Subaru**
- 4.2 Address: **1200 I-70 Drive SW**
- 4.3 City/Zip: **Columbia, MO 65203**
- 4.4 Phone Number: **573-777-3481**
- 4.5 Fax Number: **573-256-2076**
- 4.6 Federal Tax ID: **27-1460108**

4.6.1 . Corporation

- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. Email Address: stuart@universitybodyshop.com

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

Exceptions noted in prior pages.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour--Paint	\$ 55.00 / hour
	2.	Standard Labor Rate Per Hour—Body Work	\$ 55.00 / hour
	3.	Standard Labor Rate Per Hour--Mechanical	\$ 55.00 / hour

4.9	Maximum Percentage Increase for Renewal Periods
	0% 2 nd Year
	0% 3 rd Year
	0% 4 th Year

4.10. **Holidays:** Contractor shall list the holidays observed by their Company: New Year's Day; Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (when any such holiday occurs on a weekend, the observed day will be determined by management.

4.11. **Describe the warranty for body finish repairs:** Lifetime warranty for the current owner of the vehicle.

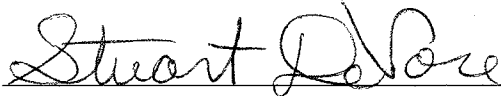
4.12. **What size vehicles can you accommodate inside your shop?** Up to and including 1-ton pickups, SUVs, and Vans.

4.13. **Today's Date:** September 29, 2016

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

Yes No

4.14.1. Authorized Representative (Sign By Hand):

 _____

4.14.2. Type or Print Signed Name:

Stuart DeVore



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 3 - Issued September 29, 2016

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE:

Replace RFB Response Form with attached REVISED Response Form

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal **#42-21SEP16- Vehicle Body Repair Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: Stuart DeLora Date 10-3-2016

Authorized Representative Printed Name: Stuart DeLora

RFP #42-21SEP16

9/29/16

4. **REVISED Response Form**

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

4.8. **Vehicle Body Repair Work:** We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ _____/hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ _____/hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ _____/hour
	4.	Materials/Parts Cost Plus % Markup	<u>.25</u> %
	5.	Name of Parts Price List Used for 4.8.1.4 above	<u>LKQ (used)</u>

4.9	Maximum Percentage Increase for Renewal Periods	
	% 2 nd Year	
	% 3 rd Year	
	% 4 th Year	

University Subaru

Vehicle Body Repair Services

Bid Number:
42-21SEP16



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 - Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House
Bill 1549 Work Authorization
Certification
Debarment
Certification
Standard Terms and
Conditions**
- Exhibit C **Certificate of Liability
Insurance**
- Exhibit D **E-Verify Memorandum**



BOONE COUNTY, MISSOURI
Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 1- Issued **September 20, 2016**

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE Bid Submission and Bid Opening date and time to:

Day/Date: **Monday October 3, 2016**
Time: **10:00AM central time**

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal **#42-21SEP16- Vehicle Body Repair Services**, receipt of which is hereby acknowledged:

Company Name: UNIVERSITY SUBARU

Address: 1200 I-70 DRIVE SW

COLUMBIA, MO 65203

Phone Number: 573-777-3481 Fax Number: ~~573-256-2076~~

E-mail: stuart@universitybodyshop.com

Authorized Representative Signature:

Date: 9/29/2016

Authorized Representative Printed Name: Stuart DeVore

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities that may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response .
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
Agreed.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
Agreed.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
Agreed.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
Agreed.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
Agreed.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
Agreed.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
County must provide sales tax exempt certificate(s) for our records.
- 2.6. **REPAIR LOCATIONS** – The Bidders local place of business within Boone County.
Agreed.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
Agreed.

2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

Initial estimated costs will be provided with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. A written itemization of any additional costs will be provided.

2.7.3. **Repair Limitations:** Repairs estimated to exceed \$ 1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.

Agreed.

2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.

Agreed.

2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.

Agreed.

2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.

Agreed.

2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.

Agreed.

2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

Agreed.

2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him

2.7.8. from responsibility of compliance with all said laws, ordinances, rules and regulations.
Agreed.

2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Name of the County Department for which the repair was performed.
2. Description of equipment and work performed.
3. Date(s) work performed.
4. Itemized list of material, if any.
5. Itemized cost of material, if any.
6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

Agreed.

2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.

Agreed.

2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

Agreed.

2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

Normal Business hours are Monday – Friday 8:00 a.m. to 5:30 p.m. or by advance appointment.

2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.

Normal Business hours are Monday – Friday 8:00 a.m. to 5:30 p.m. or by advance appointment.

2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.

Agreed.

2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Bodywork for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.

Initial estimated costs will be provided with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. A written itemization of any additional costs will be provided.

2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.

Agreed.

2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

Bidder agrees to arrange for towage at additional charge. Vehicles will be stored indoors when overnight at our facility.

2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

Agreed.

2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

Agreed.

2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts that carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

Agreed

2.8.10. **Procedures**

The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:

All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.

All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are

initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.

Agreed.

2.8.1 0.1 . Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).

Agreed.

2.8.1 0.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.

Agreed.

2.8.1 0.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.

Agreed.

2.8.10.4. Any substitution of parts or material for any reason whatsoever shall be approved by the County-wide Representative, or designee, prior to installation.

Agreed.

2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

Agreed.

2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.

Agreed.

2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.

Agreed.

2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.

Agreed.

2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.

Agreed.

2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes

Agreed.

2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written

- 2.10. report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.

Agreed

- 2.10.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.

Agreed. See Exhibit C.

- 2.10.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Agreed.

- 2.10.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Comprehensive General Liability Proof of Coverage attached in Exhibit C. Work does not involve underground/digging operations.

- 2.10.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

We carry Comprehensive General Liability Insurance as prescribed in 2.9.3. See Exhibit C.

- 2.10.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this

2.10.6. contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work

Agreed

2.11. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

See Exhibit C.

2.1 1. **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.

Agreed.

2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

Agreed.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymmo.org

- 2.12.3. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney

Risk Management Specialist

573-886-7215-phone

Hrmatney@boonecountymo.org

- 2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services with in the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name: Enterprise Rental Cars

Address: 6300 E 37th Street North
Wichita, KS 67220

Contact Name: Chris Welch
Telephone Number: 316-201-9834

Date of Contract: 2010
Length of Contract: Ongoing

Description of Prior Services (include dates): Ongoing body repair to rental vehicle fleet on an as needed basis.

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

University Subaru
1200 I-70 Drive SW
Columbia, MO 65203
573-777-3481

- II. Number of years Bidder has been engaged in vehicle body repair business:

Body Shop has been at this location for over 40 years. Stuart DeVore, Body Shop Manager has 23 years in shop management and additional six in the insurance industry. Body Shop staff has over 130 collective years of experience in the industry.

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

None

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

See Exhibit D.

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Stuart DeVore, Body Shop Manager

Name and Title of Authorized Representative

Stuart DeVore

Signature

9/29/2016

Date

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.
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.

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.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

UNIVERSITY SUBARU INC
1200 INTERSTATE 70 DR SW
COLUMBIA MO 65203

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
ONLY TO THE SERVICE AND REPAIR OF THE BOONE COUNTY
VEHICLES"

Additional Insured Name and Address:

BOONE COUNTY
801 E WALNUT ST
COLUMBIA MO 65201

includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 0704804

Transaction Effective Date: 09-27-2016



Company ID Number: 1130369

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Univeristy Subaru Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

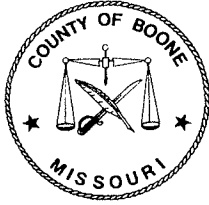
Company ID Number: 1130369

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Myra Little
Phone Number (573) 777 - 3488
Fax Number (573) 443 - 1388
Email Address mlittle@universitysubarumo.com

Name Sheila Maier
Phone Number (573) 777 - 3488
Fax Number (573) 443 - 1388
Email Address sheila@universitysubarumo.com

Name Myra Little
Phone Number (573) 777 - 3488
Fax Number (573) 443 - 1388
Email Address mlittle@univeristysubarumo.com



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

Bid Data

Bid Number: **42-21SEP16**
Commodity Title: **Vehicle Body Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 21, 2016**
Time: **10:A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 21, 2016**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Annex Conference Room
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Exhibit B **Contractor Qualification Statement
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Vehicle Body Repair Services** to various automobiles for various Departments within the County.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – The Bidders local place of business **within Boone County**.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The County has ongoing, yet unpredictable, needs for vehicle body repair. This *Request for Bid* is intended to secure the services of multiple experienced Contractors to provide vehicle body repair services as requested by individual Departments within the County on an "as required" basis. This bid includes an hourly charge for service provided by Contractor.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.4. **Termination:** In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.5. **Use of Contract:** The resulting contract from this bid is for County use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a vendor's bid.
- 2.7.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6.1. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three organizations for which the bidder has provided vehicle body repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7.1. **Invoices:** The County's purchase order number or contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County Department for which the repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.8. Invoices should be submitted to the appropriate Boone County Department. Invoices will be paid after 30 days after receipt and acceptance of a correct and valid invoice. The appropriate Department billing address should be determined before any work is performed.
- 2.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8.1. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.2. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.3. All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.8.4. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
- 2.8.5. **Appraisals:** All work performed without the services of independent appraisers shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the Fleet Maintenance Supervisor. Body work for Non-county vehicles (as a result of a collision or other County liability for repair) is not included under this contract.
- 2.8.5.1. **Unsatisfactory Work:** If any of the work performed, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove the improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. The county shall be entitled to offset such expense against any sums owed by the County to the Contractor under this contract.
- 2.8.6. **Facilities Requirements:** Bidders' facility shall be within Boone County. County will be responsible for delivering vehicle in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing vehicles that are not in a condition to be driven to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.

- 2.8.7. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.8.10. **Procedures**
The successful contractor shall furnish all labor, equipment and supervision to provide vehicle repairs, in accordance with the following:
All jobs will be fully cost estimated with start and completion times and written on a clear, legible form to include labor and an itemized listing of replacement repair parts.
All estimates shall be complete and include all parts and charges with the exception of any open sections that being "hidden" damage which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of drop-off of the vehicle. No repairs shall be initiated until the County-wide Representative, Hilary Matney (see section 2.12.3.), or designee, reviews the estimate and approves same. In no instance shall any repairs above the original estimate be performed without first notifying the County-wide Representative or designee and providing a supplemental estimate indicating additional parts and labor charges. The County reserves the right to verify, through independent appraisal, the cost of repairs if required.
- 2.8.10.1. Bidder shall indicate the labor rate applicable for the various types of work to be performed. All labor will be invoiced at hourly rate set forth on the bidder's proposal (See Bid Pricing).
- 2.8.10.2. All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, Contractor must contact the County-wide Representative or designee for approval of substitute replacement repair parts.
- 2.8.10.3. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material include, but are not limited to: light bulbs, tires, belts and fluids for engines, drive trains or transaxle.
- 2.8.10.4. Any substitution of parts or material for any reason whatsoever, shall be approved by the County-wide Representative, or designee, prior to installation.
- 2.8.10.5. Copy of invoice must be remitted to the appropriate Department. The payment authorization for any invoice, for any vehicle repair, shall only be signed by the County-wide Representative or

designee after comparison with the original estimate. Any discrepancies shall be clarified before signature.

- 2.8.10.6 Any sublet work to be performed must identify the subcontractor on the estimate.
 - 2.8.10.7. Contractor shall not perform any work that would void manufacturer's warranty.
 - 2.8.10.8. By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - 2.8.10.9. The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
 - 2.8.10.10. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes
- 2.9. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.10. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **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.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the

County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12.1. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to:

Phil Fichter, Buyer,
613 E. Ash Street, Room 111, Columbia, Missouri 65201
Telephone (573) 886-4392 Fax (573) 886-4390
E-mail: pfichter@boonecountymo.org.

2.12.3. **County Authorized Representative** – Each Department utilizing this contract will make known the **Authorized Department Representative** and contact information before work begins.

The following **Authorized County-wide Representative** can be contacted at:

Hilary Matney
Risk Management Specialist
573-886-7215 – phone
Hmatney@boonecountymo.org

2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made - estimates for repair will be received from three (3) bid awarded contractors with the lowest and best estimate being utilized for the repair(s). The County's decision will be based upon the ability of the contractors to supply acceptable goods or services within the County's time requirements. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit to the location specified on the title page **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which ones are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Email Address: _____

4.8. Vehicle Body Repair Work: We propose to furnish the repair service for the County of Boone at the standard labor rate stated or below.

All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.8.1	ITEM	DESCRIPTION	UNIT PRICE
	1.	Standard Labor Rate Per Hour – Paint	\$ _____/hour
	2.	Standard Labor Rate Per Hour - Body Work	\$ _____/hour
	3.	Standard Labor Rate Per Hour – Mechanical	\$ _____/hour

4.9	Maximum Percentage Increase for Renewal Periods	
	% 2 nd Year	
	% 3 rd Year	
	% 4 th Year	

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.11. Describe the **warranty for body finish repairs:**

4.12. **What size vehicles can you accommodate inside your shop?**

4.13. **Today's Date:** _____

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.14.1. Authorized Representative (Sign By Hand):

4.14.2. Type or Print Signed Name: _____

EXHIBIT A

PRIOR EXPERIENCE

List up to three (3) vehicle body repair service contracts your company has been awarded in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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.
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.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

“No Bid” Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: pfichter@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 42- - Vehicle Body Repair Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED 215-748-5 UNIVERSITY SUBARU INC 1200 INTERSTATE 70 DR SW COLUMBIA, MO 65203-2053		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 20** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0704804	05/01/2016	05/01/2017	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE 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						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0704805	05/01/2016	05/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0704807	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	AUTO DEALER LIABILITY	Y	N	0704804	05/01/2016	05/01/2017	AUTO LIAB - EA ACCIDENT \$500,000 GENERAL LIABILITY - EACH ACCIDENT \$500,000 - AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BOONE COUNTY IS INCLUDED AS ADDITIONAL INSURED.

GARAGEKEEPERS LIMIT \$2,280,000 COMP DEDUCTIBLE \$1,000\5,000 COLL DEDUCTIBLE \$1,000

CERTIFICATE HOLDER

215-748-5
 BOONE COUNTY
 801 E WALNUT ST
 COLUMBIA, MO 65201-4890

20 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

UNIVERSITY SUBARU INC
1200 INTERSTATE 70 DR SW
COLUMBIA MO 65203

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
ONLY TO THE SERVICE AND REPAIR OF THE BOONE COUNTY
VEHICLES"

Additional Insured Name and Address:

BOONE COUNTY
801 E WALNUT ST
COLUMBIA MO 65201

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Request to Transfer Above ATS form for Greg Edington.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said ATS form.

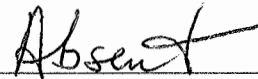
Done this 15th day of November, 2016.

ATTEST:

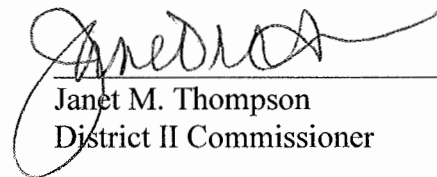
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) **RECEIVED**
BOONE COUNTY **Commission Order 146-2006**

NOV - 8 2016

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Greg Edington Department Public Works

Position Title Manager, Road Maint OPS Position No. 563

Proposed Starting Salary (complete one only) Annual: 70,848.55 % of Mid-Point 99
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Public Works employee with over 22 years of experience most recently as the Asst. Manager, Road Maint OPS

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: N/A

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
would be a 3% increase @ promotion, consistent w/ how similar promotions have been handled w/ this Department

Additional comments: _____

Administrative Authority's Signature: [Signature] Date: 11/7/16

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 11/8/16

Human Resource Director's Recommendations: Approve. Consistent w/ prior Manager's Salary & internal promotion practice
 Human Resource Director's Signature: [Signature] Date: 11/7/16

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 11/15/16
 District I Commissioner's Signature: Absent Date: _____
 District II Commissioner's Signature: [Signature] Date: 11/15/16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of November

20 16

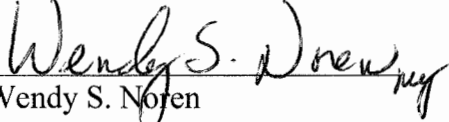
the following, among other proceedings, were had, viz:

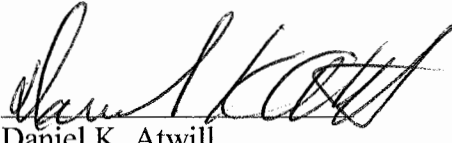
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Facilities Maintenance for replacement of defective economizer controls and programming of controls at the Family Health Center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6220	60110	Capital R&R Family Health Center	Major Building Repairs/Replacement		7,002

Done this 15th day of November, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson Street
 Columbia, MO 65203
 Phone: 573.817.0700
 Fax: 573.443.1688

Invoice

BILL TO
BOONE COUNTY DOUG COLEY, DIR. OF FACILITIES 613. E. ASH ST. ROOM 106 COLUMBIA, MO 65201

DATE	INVOICE #
10/12/2016	28344

TERMS	P.O. NUMBER
Net 30	

DESCRIPTION	AMOUNT
INVOICE FOR THE PROGRAMMING AND CHECK-OUT OF HVAC CONTROLS AT THE FAMILY HEALTH CENTER, IN ACCORDANCE WITH OUR PROPOSAL DATED 8/12/16. THIS INVOICE ALSO INCLUDES THE REPLACEMENT OF THE DEFECTIVE ECONOMIZER CONTROLS AT THE FAMILY HEALTH CENTER, IN ACCORDANCE WITH OUR PROPOSAL DATED 10/7/16.	7,002.00
<i>Please provide sales tax exemption certificate, if applicable. Thank you for your business.</i>	Total \$7,002.00

All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

Proposal

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemslc.com

Date: August 12, 2016

Location: Boone County Health Department

Job Name: Program & check out HVAC Controls

Air Systems, LLC is pleased to provide the following services for your consideration:

Install Gas Piping to Carrier Rooftop Unit #9

1. Install gas piping from existing gas line on roof to Carrier rooftop unit
2. Install manual gas shut off valve, drip leg and gas pressure regulator at rooftop unit
3. Install roof supports for piping
4. Leak check newly installed gas piping
5. Replace gas valve on rooftop unit that has been open to the weather
6. Install new ignition cable, original cable is missing
7. Manually start gas heat on Carrier rooftop unit and check unit operation

Note: Additional defective items found if any will be quoted to county for approval before proceeding

Check If Building Controls Properly interfaces with rooftop unit #9

1. Check for relay board in VariTrac controller
2. Connect wiring between rooftop unit controller and VariTrac controller to allow gas heat operation
3. Complete required wiring changes between VariTrac controller and rooftop unit
4. Make programming changes to VariTrac controller to allow morning warm up from rooftop unit

Note: Additional items may be required to allow VariTrac controller to operate gas heat on the rooftop unit. These items if any are unknown at this time.

Check Operation and Control of rooftop unit economizer on unit # 9

1. Check if rooftop unit has an operational mixed air sensor
2. Confirm proper economizer actuator operation in rooftop unit
3. Confirm if unit has changeover switch for mechanical cooling to economizer
4. Change system wiring to allow economizer to be disabled during morning warm up & unoccupied periods
5. Wire spare binary output relay from VariTrac controller to enable/disable economizer operation if available
6. Program binary output relay six to control economizer operation
7. Check for proper economizer sequence and control



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

Proposal

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemsllc.com

Complete Check Out and Programming of the VariTrac Bypass Control Assembly on Units 7, 8 and 9

1. Check actual duct static pressure and compare to CCP displayed pressure
2. Confirm proper duct static pressure set point and that damper modulates to control at setpoint
3. Measure actual supply air temperature and compare to CCP displayed temperature
4. Confirm that the actual bypass damper position is consistent with the displayed damper position

Complete Check Out and Programming of the Varitrac CCP Controller on Units 7, 8 and 9

1. Complete programming of occupied/unoccupied schedule with customer input
2. Complete programming of morning warm up mode to allow system heating from gas heat in main rooftop units
3. Confirm with customer if the local thermostat will control the space setpoints or the setpoints will be set from the CCP controller
4. Set correct time and date on each controller
5. Program supply air setpoint reset from zone air temperature
6. Check and set discharge cooling and heating supply air setpoints
7. Review voting rights for each zone and check programming for changeover count
8. Confirm each UCM controller is visible from the CCP display

Complete Check Out and Programming of the UCM controllers on units 7, 8 and 9

1. Measure room temperature and compare to CCP's displayed temperature
2. Check zone setpoint for proper display on CCP controller
3. Confirm proper damper position and CFM flow from each UCM controller
4. Check operation of each UCM's binary outputs that control electric heat and supply fan operation
5. Confirm proper operation of each electric heater element and parallel fan operation by amp draw
6. Set up maximum and minimum cooling and heating setpoints for each zone

Complete the following inspection on rooftop units 7, 8, 9, 10 and 11

1. Confirm operation of each economizer modulation and operation
2. Confirm that each economizer is controlled by a mixed air sensor
3. Check economizer position during occupied operation to allow proper humidity control
4. Install gauges on each refrigeration circuit and check for proper compressor operation
5. Check each circuit for proper refrigerant charge and compressor superheat
6. Manually jumper on gas heat and check for proper operation
7. Check each unit for an exhaust damper and check damper operation
8. Run each unit in full cooling and check temperature drop across cooling coil.
9. Check units for proper supply air temperature to allow proper dehumidification

Building Wall Exhaust

1. Check operation of building exhaust
2. Check on how the wall exhaust fan is controlled and when it is enabled and disabled
3. Check the building's static, confirm that the building pressure is positive



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203

Proposal

Phone: (573) 817-0700
 Fax: (573) 443-1688

Website: www.airsystemsllc.com

Notes

- Shipping/freight not included in proposal pricing
- Proposal includes repairs or upgrades to known items. Additional defective items may be found during system check out that are not included in proposal pricing. Additional items if any found defective will be brought to counties attention for approval before additional repairs are made.

We propose to furnish pricing to complete the above in accordance with the above mentioned specifications for the sum of: **\$8,600.00** TERMS: **Net 30 days**

All quotations are subject to applicable state and local taxes at time work is completed; such taxes are not included in this quote.

Price quoted for the work listed above is firm. Air Systems, LLC reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of proposal. Customer will be advised at the time of any change before work progresses.

Signature: [Signature]

Date: 8/12/2016

ACCEPTANCE OF PROPOSAL:

Authorized Signature: [Signature]

Date: 8/30/2016

The above price, specification and quote conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn by us if not accepted within 30 days; pricing is only good for 30 days from proposal date.

All accounts are due within 30 days of the invoiced date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203

Proposal

Phone: (573) 817-0700
 Fax: (573) 443-1688

Website: www.airsystemsllc.com

Date: October 7, 2016

Location: Boone County Health Department

Job Name: Replace Defective Economizer Controls

Contact: Mike Goodwin

Air Systems, LLC is pleased to provide the following services for your consideration:

Replace defective economizer Controls

Bryant Unit #9

1. Label all wiring on economizer module and remove
2. Mount and wire a replacement module HH63AW001
3. Remove defective outdoor air Enthalpy sensor and install replacement
4. Check economizer operation and modulation from mixed air temperature sensor

Trane Unit # 10

1. Remove defective outdoor air temperature sensor and wiring
2. Install replacement sensor, wiring and board connector
3. Check economizer operation and modulation from mixed air temperature sensor

Notes:

- Shipping/Freight are included in this proposal

We propose to furnish pricing to complete the above in accordance with the above mentioned specifications for the sum of: **\$782.00** TERMS: **Net 30 days**

All quotations are subject to applicable state and local taxes at time work is completed; such taxes are not included in this quote.

Price quoted for the work listed above is firm. Air Systems, LLC reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of proposal. Customer will be advised at the time of any change before work progresses.

Signature:

Date: 10/7/2016

ACCEPTANCE OF PROPOSAL:

Authorized Signature:

Date: 10/13/16

The above price, specification and quote conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn by us if not accepted within 30 days; pricing is only good for 30 days from proposal date.

All accounts are due within 30 days of the invoiced date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson Street
 Columbia, MO 65203
 Phone: 573.817.0700
 Fax: 573.443.1688

Invoice

BILL TO
FAMILY HEALTH CENTER OF BOONE COUNTY ATTN: JACK KELLY, COO 1001 W. WORLEY COLUMBIA, MO 65203

DATE	INVOICE #
10/12/2016	28304

TERMS	P.O. NUMBER
Net 30	

DESCRIPTION	AMOUNT
INVOICE FOR THE INSTALLATION OF THE GAS SUPPLY PIPING, REGULATOR AND SHUT OFF VALVE TO UNIT #9. REPLACEMENT OF THE GAS VALVE AND IGNITION ASSEMBLY AND START UP AND CHECK OUT OF THE GAS HEAT. <i>To Be Paid by</i> <i>Modifications required due to office remodeling done by Family Health.</i>	2,380.00
Please provide sales tax exemption certificate, if applicable. Thank you for your business.	Total \$2,380.00

All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.

**Fund Statement - Capital R & R Family Health Ctr Fund 622
(Internal Service Fund)**

	2015 <u>Actual</u>	2016 <u>Budget</u>	2016 <u>Estimated</u>
FINANCIAL SOURCES:			
Revenues			
Property Taxes	\$ -	-	-
Assessments	-	-	-
Sales Taxes	-	-	-
Franchise Taxes	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Fines and Forfeitures	-	-	-
Interest	299	425	705
Hospital Lease	-	-	-
Other	7,031	7,031	7,031
Total Revenues	<u>7,330</u>	<u>7,456</u>	<u>7,736</u>
Other Financing Sources			
Transfer In from other funds	-	-	-
Proceeds of Long-Term Debt	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance Used for Operations	5,432	7,127	466
TOTAL FINANCIAL SOURCES	\$ 12,762	14,583	8,202
FINANCIAL USES:			
Expenditures			
Personal Services	\$ -	-	-
Materials & Supplies	-	600	200
Dues Travel & Training	-	-	-
Utilities	-	-	-
Vehicle Expense	-	-	-
Equip & Bldg Maintenance	12,762	13,983	8,002
Contractual Services	-	-	-
Debt Service (Principal and Interest)	-	-	-
Emergency	-	-	-
Other	-	-	-
Fixed Asset Additions	-	-	-
Total Expenditures	<u>12,762</u>	<u>14,583</u>	<u>8,202</u>
Other Financing Uses			
Transfer Out to other funds	-	-	-
Early Retirement of Long-Term Debt	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	\$ 12,762	14,583	8,202
FUND BALANCE:			
FUND BALANCE (GAAP), beginning of year	\$ 69,324	63,892	63,892
Less encumbrances, beginning of year	-	-	-
Add encumbrances, end of year	-	-	-
Proprietary adjustment to full accrual	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(5,432)	(7,127)	(466)
FUND BALANCE (GAAP), end of year	<u>63,892</u>	<u>56,765</u>	<u>63,426</u>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	<u>-</u>	<u>-</u>	<u>-</u>
NET FUND BALANCE, end of year	\$ 63,892	56,765	63,426
Net Fund Balance as a percent of expenditures	500.64%	389.25%	773.30%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of November

20 16

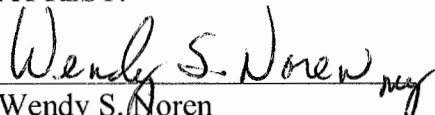
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Prosecuting Attorney's Office to re-allocate funding for VOCA grant to purchase work stations and computer equipment.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1262	92100	Victim Witness	Replacement Furn. & Fixtures		5,605
1262	91301	Victim Witness	Computer Hardware		1,107
1262	10100	Victim Witness	Salary & Wages	6,850	
1262	92301	Victim Witness	Replace Computer Hardware		138
				6,850	6,850

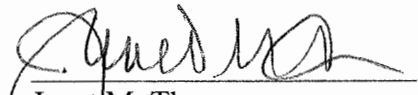
Done this 15th day of November, 2016.

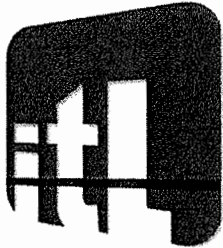
ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner



inside the LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

PROPOSAL
16238

DATE 08/10/16
 PROJECT#: 107-4

Bull

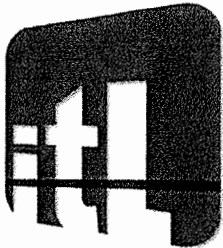
PROPOSE TO:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201
 (573) 886-4112

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Lynn Carrington		NET 15	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
Pricing Based on NJPA contract 101012-KII					
1	1	7D/CU243 6-SE-P	700 Series Desk,Corner,Partial Modesty Panel,Self Edge,24x36"W Grommets - center Sand Sand Additional Laminates NEVAMAR - 2 week additional lead time STORM GRAY MATRIX - TEXTURED	560.28	560.28
2	1	7D/R2454 -SE-P	700 Series Desk,Return,Partial Modesty Panel,Self Edge,24x54"W No grommets Sand Additional Laminates NEVAMAR - 2 week additional lead time STORM GRAY MATRIX - TEXTURED	464.58	464.58
3	1	S7P/1524 WBBF	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth Classic (inset pull) Sand Key standard	454.14	454.14
4	1	KOMG.23. M	Corner Keyboard Tray With Mouse Tray	239.54	239.54
5	1	CFS06.SL	Flat Screen System,12" Post,Dual Screen,Two Height-Adjustable Double Extension Arm,Silver	302.18	302.18
6	1	7D/D2460 -SE-P	700 Series Desk,Partial Modesty Panel,Self Edge,24x60"W No grommets Sand Additional Laminates NEVAMAR - 2 week additional lead time STORM GRAY CONTINUED...	499.38	499.38



inside the LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

**PROPOSAL
 16238**

DATE 08/10/16
 PROJECT#: 107-4

PROPOSE TO:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201

INSTALLATION ADDRESS:

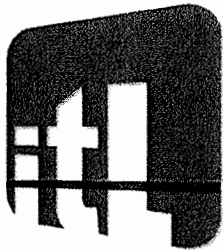
Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201
 (573) 886-4112

CONTACT	REPRESENTATIVE	DESIGNER	TERMS
	Lynn Carrington		NET 15

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
			MATRIX - TEXTURED		
7	1		Delivery & Installation Pricing based of contract 101012-KII \$40 a man hour for a total of 8 manhours.	320.00	320.00

Pricing valid for 30 days.
A 50% deposit of all project costs is due upon order approval.
The remaining balance will be due 15 (fifteen) days after scheduled install date.
All credit card purchases will have a 3% fee added.
Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.
Lead times are approximate and refer to shipping dates.
inside the LINES is not liable for any delays during shipping.

DEPOSIT REQUIRED	1,420.00	PRODUCT	2,520.10
Approval Date:	<u>9/14/16</u>	INS/DEL	320.00
Approved By:	<u>Bonnie Adkins</u>	TOTAL	2,840.10
Install Date:	_____		
Completion Date:	_____		



inside the LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

PROPOSAL
16218

DATE 08/02/16
 PROJECT#: 107-4

*Delivered
 10-19-16
 Amanda*

PROPOSE TO:

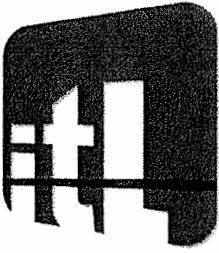
Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201
 (573) 886-4112

CONTACT	REPRESENTATIVE	DESIGNER	TERMS
Bonnie Adkins	Lynn Carrington	Lynn Carrington	NET 15

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
Pricing Based on NJPA Contract 101012-KI					
1	1	7D/CU243 6-SE-P	700 Series Desk,Corner,Partial Modesty Panel,Self Edge,24x36"W Grommets - center Sand Sand KI Laminates DESERT ZEPHYR 4841-60	560.28	560.28
2	1	7D/B2436 -SE-P	700 Series Desk,Bridge,Partial Modesty Panel,Self Edge,24x36"W No grommets Sand KI Laminates DESERT ZEPHYR 4841-60	388.60	388.60
3	1	KOMG.23. M	Corner Keyboard Tray With Mouse Tray	239.54	239.54
4	1	CFS06.SL	Flat Screen System,12" Post,Dual Screen,Two Height-Adjustable Double Extension Arm,Silver	302.18	302.18
5	1	7D/D2454 -SE-P	700 Series Desk,Partial Modesty Panel,Self Edge,24x54"W No grommets Sand KI Laminates DESERT ZEPHYR 4841-60	499.38	499.38
6	1	S7P/1524 WBBF	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth Classic (inset pull) Sand Key standard	454.14	454.14



inside the LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

**PROPOSAL
 16218**

DATE 08/02/16
 PROJECT#: 107-4

PROPOSE TO:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor
 Attn: Bonnie Adkins
 705 East Walnut
 Columbia, MO 65201
 (573) 886-4112

CONTACT	REPRESENTATIVE	DESIGNER	TERMS
Bonnie Adkins	Lynn Carrington	Lynn Carrington	NET 15

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
7	1		Installation & Delivery Pricing based of 101012-KII 8 manhours at \$40 an hour	320.00	320.00

Pricing valid for 30 days.
A 50% deposit of all project costs is due upon order approval.
The remaining balance will be due 15 (fifteen) days after scheduled install date.
All credit card purchases will have a 3% fee added.
Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.
Lead times are approximate and refer to shipping dates.
inside the LINES is not liable for any delays during shipping.

DEPOSIT REQUIRED	1,382.00	PRODUCT	2,444.12
Approval Date:	<u>9/14/16</u>	INS/DEL	320.00
Approved By:	<u>Bonnie Adkins</u>	TOTAL	2,764.12
Install Date:	_____		
Completion Date:	_____		

Bonnie Adkins - Re: Printer for Bill Haws

From: Trudy Fisher
To: Bonnie Adkins
Date: 9/30/2016 1:32 PM
Subject: Re: Printer for Bill Haws

Hi Bonnie,

We will get one on order. Can you let me know Dept./Account to use, or do you want me to just send you the invoice? Either way works for us.

Printer - \$874.00
Monitors - \$274.56

Estimates of costs.

Just let me know.
Trudy

>>> Bonnie Adkins 9/30/2016 1:23 PM >>>

Our grant funds were approved to order Bill Haws a new printer. Will you please order a Kyocera 6130 CDN printer for him?

If you have any questions please let me know.

Thanks.

Bonnie Adkins
Boone County Prosecutor's Office
Office Administrator
705 E. Walnut Street
Columbia, Missouri 65201
573-886-4112
573-886-4148 (Fax)
badkins@boonecountymmo.org

This email may contain confidential and/or privileged information. If you are not the intended recipient (or have received this email in error), please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure, or distribution of the material in this email is strictly forbidden.



Missouri Department of Public Safety

Subaward Adjustment

2016-VOCA-004-NC-Victim Response Team

Victims of Crime Act (VOCA)

Subaward Adjustment ID:	01	Submitted By:	
Subaward Adjustment Type:	Budget Revision	Submitted Date:	08/18/2016
Status:	Approved		
Organization:	Boone County, Prosecutor's Office		

Contract Adjustment Justification

Justification*

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

We would like to purchase dual monitors and a color printer for William Haws, our Case Specialist. Bill is the only member of our Victim Response Team that does not have two monitors and a printer. Having two monitors will enable Bill to manage his workload more efficiently. With two monitors he will be able to have the case management system open on one screen with victim contact information and police reports and other documentation on his second monitor instead of having to switch back and forth to find the appropriate information. Bill currently has to walk to the other side of the office to print any documents, so having his own printer would be much more efficient. Having dual monitors and a printer would save Bill time that he could be spending with victims.

Our new Victim Specialist was budgeted starting on April 1, 2016. We posted, interviewed and decided on the right candidate for our position in early July, so the position was vacant from April 1 - July 24th. Amanda Douglass began working in our office on July 25, 2016. We would like to use this savings to purchase dual monitors, a printer and a work station for Bill Haws and a work station for Amanda Douglass.

Salary - 8 pay periods that cannot be claimed due to the start date of the new Victim Specialist leaves the remaining salary for the remainder of the year at \$13,222.40

FICA - New FICA amount of \$1,011.51

Health Insurance - April, May, June \$1455.00 (\$485.00 per month)

Dental Insurance - April, May, June \$105.00 (\$35.00 per month)

Life insurance - April, May, June \$12.00 (\$4.00 per month)

Long Term Disability - April, May, June \$50.88 (\$13,387.68 X .0038)

Retirement/Pension - April, May, June \$162.51 (\$54.17 per month)

Workers Comp - April, May, June \$18.75 (\$13,387.68 X .0014)

Total Savings - \$16,037.18

Dual Monitors with video card = \$370.59

Color Printer cost = \$874.00

Total cost for monitors, video card & printer = \$1,244.59

The cost estimates for these items were provided by our Boone County I.T. Department.

We would also like to order a work station for our new Victim Specialist, Amanda Douglass and for Bill Haws, our current Case Specialist. We are short on space in our office and we had to use an interview room for Amanda's office. Her office is 8 ft x 6 ft 9" and a standard desk won't fit in this space. We have an old desk in there right now but her computer monitors are in view of anyone walking by her office and the space is really small and it is uncomfortable to close the door. With the new work station her monitors will be out of view and she will be able to close the door when necessary. Bill does not currently have a desk. He is using a small computer table and a couple of other small tables in his office. He is also in an interview room that is 9 ft 7" X 7 ft 3". He will need room to put both his monitors on his desk and have an area for his paperwork and printer. Cost estimates and drawings for the two work stations are attached, and are provided by Inside the Lines, the furniture vendor under bid for Boone County Government, Boone County Bid #101012-KII.

Work Station - Amanda Douglass \$2,764.12

Work Station - Bill Haws \$2,840.10

Total cost estimate for work stations \$5,604.22

*The changes to take place will be on the current lines of 1002, 2000, 2001, 2002, 2003, 2004, 2005, 2006. These changes will be on their original lines because no claims have been submitted for this contract. Newly created lines, under Equipment, of 11004, 11005 and 11006 will be added to the budget for the printer, monitors and work stations.

*Match had to be adjusted accordingly. Lines 1000 and 1001 were adjusted to 49.85% of Jessica Watson's (Victim Specialist) salary to make an even 80/20.

Budget Adjustment

Row	Current Budget	Revised Amount	Net Change
Personnel	\$162,980.51	\$146,893.33	(\$16,087.18)
Personnel Benefits	\$15,951.15	\$10,823.70	(\$5,127.45)
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00

Travel/Training	\$14,807.64	\$14,807.64	\$0.00
Equipment	\$3,375.00	\$10,223.81	\$6,848.81
Supplies/Operations	\$1,244.00	\$1,244.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Totals	\$198,358.30	\$183,992.48	(\$14,365.82)

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$158,687.07	80.0%	\$147,186.03	80.0%	(\$11,501.04)
Total Local Match Share	\$39,671.23	20.0%	\$36,805.45	20.0%	(\$2,865.78)

Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Authorized Official Name:* Daniel Atwill
 Title:* Presiding Commissioner
 Date:* 08/18/2016

Attachments

Description	File Name	File Size
Estimate - Dual monitors & printer for Bill Haws	Dual Monitors with video card & printer for Bill Haws - Estimate.pdf	289 KB
Estimate - Work Station - Amanda Douglass	Work station for Amanda Douglass - Estimate.pdf	1.2 MB
Estimate - Work Station - Bill Haws	Work station for Bill Haws - Estimate.pdf	1.2 MB

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of

November

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice from the Boone County Fire Protection District to pay for Active Shooter/Infectious Disease Kits in the amount of \$5,409.65.

Done this 15th day of November, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Fire Protection District
 2201 Interstate 70 Drive NW
 Columbia, MO 65202
 573-447-5000

Invoice

Date	Invoice #
10/31/2016	86

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Class	Project	Amount
1	October Expenses - EID Kits	5,409.65	700 - Office of ...		5,409.65

	Total	\$5,409.65
	Payments/Credits	\$0.00
	Balance Due	\$5,409.65

October Expenses for OEM

<u>Company</u>		<u>Category</u>	<u>Expense Notes</u>	<u>County</u>
Commerce Bank	EID		Boots, Chemical Gloves, Googles	4905.92
Grainger	EID		Chemical Gloves	168
Uline	EID		Clear Pallet Cover, Biohazard DOT labels	335.73
<hr/>				5409.65

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1100-70 · CASH - OEM							-1,214.43
Bill Pmt -Check	10/06/2016	92887	VUline	Inv #80352454		335.73	-1,550.16
Bill Pmt -Check	10/13/2016	auto	VVisa Doug			1,032.68	-2,582.84
Bill Pmt -Check	10/13/2016	auto	VVisa Doug			721.88	-3,304.72
Bill Pmt -Check	10/13/2016	auto	VVisa Doug			3,151.36	-6,456.08
Bill Pmt -Check	10/13/2016	92956	VGrainger	Order #1272559619		168.00	-6,624.08
Total 1100-70 · CASH - OEM					0.00	5,409.65	-6,624.08

Expenses Spent for Active Shooter & Ebola

<u>Total Amended Budget</u>			<u>75865</u>	Comm approved 3/22/16
<u>Company</u>	<u>Project</u>	<u>Expense Notes</u>	<u>County</u>	
Commer Bank - Midway USA	Active Shooter	Bags: 2015 Active Shooter Charge that just came through due to backorder	1967.81	
Commerce Bank - Orschlen Farm & Home	EID	2016 EID - 9 Boots	169.91	
Commerce Bank - Amazon	EID	DuPont Tychem Suit: 2015 EID charge that just came through due to backorder	297.97	
Commerce Bank - Amazon	Active Shooter	Active Shooter Bags	842.74	
Commerce Bank	Active Shooter	ALS Bags	1509.42	
Commerce Bank	EID	N95 Masks & Bleach Wipes, Container & Lids & Tychem Suits	12291.72	
Grainger	EID	Orange Tape	592.52	
North American Rescue	Active Shooter	Gauze, Trauma Dressing, Airway, Shears, Tourniquets	40918.39	
Commerce Bank	Active Shooter & EID	Vaccum Sealer, bags, UPS, Suits, Bleach wipes and cleaning spray, CAT cases, touriquets	5799.06	
Bound Tree	Active Shooter	Triage Tags	572.22	
Full Source	EID	Goggles	277.99	
Uline	EID	Pallet covers & Biohazard Tape	335.73	
Daniel Ploesser	Activer Shooter	labor	288.18	
Commerce Bank	EID	Chemical Gloves, Boots, Googles	4795.93	
Bound Tree	Active Shooter	Triage Tags	190.74	bought 11/2
QuadMed	Active Shooter	pocket masks	203.4	bought 11/2
Caprice Eletronics	Active Shooter	First Aid Kits	188.28	bought 11/2
North American Rescue	Active shooter	Tourniquets, bandages, gauze, airway kits, trauma shears, surgical tape	3880.62	bought 11/2
		24 bags need to be purchased - Chuck L knows of remaining budget he has left to spend so is researching for best deal		
-----			75122.63	\$742.37

OEM Balance in QB

-\$6,624.08

Expenses in QB but not sent out yet

\$0.00

Expenses not paid yet

August County

\$1,214.43

October County

\$5,409.65

\$6,624.08

Overage/Shortage in Account

\$0.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of November

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the Columbia Farmers Market for January 17, February 21 and March 21, 2017 from 5:00 p.m. to 10:00 p.m.

Done this 15th day of November, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Columbia Farmers Market

Address: P.O. Box 10012

City: Columbia State: MO ZIP Code: 65205

Phone: 573-823-6889 Website: columbiafarmersmarket.org

Individual Requesting Use: Corrina Smith Position in Organization: Market Manager

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Annual Columbia Farmers Market Membership Meetings

Description of Use (ex. Speaker, meeting, reception): annual meetings

Date(s) of Use: Tuesdays-January 17, February 21, March 21

Start Time of Setup: 5:00 PM AM/PM Start Time of Event: 6:00 PM AM/PM

End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 10:00 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Corrina Smith, Market Manager

Phone Number: 573-823-6889 Date of Application: 11/8/2016

Email Address: manager@columbiafarmersmarket.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill
County Commissioner

DATE: 11-15-16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

15th

day of November

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the Missouri Department of Transportation for December 6, 2016 from 4:00 p.m. to 7:00 p.m.

Done this 15th day of November, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

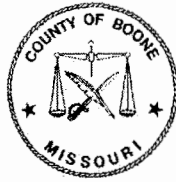
Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri Department of Transportation
Address: 1511 Missouri Blvd
City: Jefferson City State: MO ZIP Code: 65101
Phone: 573-751-8999 Website: www.modot.org
Individual Requesting Use: Janis Gieck Position in Organization: Senior Customer Service Rep

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Public Hearing for Route B and College Avenue
Description of Use (ex. Speaker, meeting, reception): public meeting
Date(s) of Use: Tuesday, December 6
Start Time of Setup: 4:00 PM AM/PM Start Time of Event: 4:30 PM AM/PM
End Time of Event: 6:30 PM AM/PM End Time of Cleanup: 7:00 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Sally Oxenhandler - Communications Manager
Phone Number: 573-522-3375 Date of Application: 11/09/16
Email Address: sally.oxenhandler@modot.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy S. Noren
County Clerk
DATE: 11-15-16

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner