

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 2nd day of July 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve a petition submitted by Tracey Fritchey to vacate and re-plat lot 3 of Hagan's Ridge Plat 2 as recorded in Plat Book 51, Page 43 of Boone County Records and located at 15750 S Bentlage Drive, Ashland.

Said vacation is not to take place until the re-plat is approved.

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Residing Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 2nd day of July 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by Joanna M. Wilson Trust and DNT Group LLC to approve a Final Development Plan for The Estates A-2P Planned Development on 54.29 acres, more or less, located at 1700 W Cresskill Drive, Columbia.

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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July Session of the July Adjourned

Term. 2019

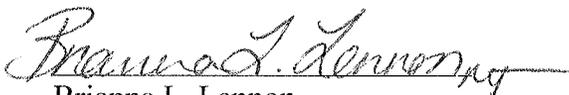
In the County Commission of said county, on the 2nd day of July 2019

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

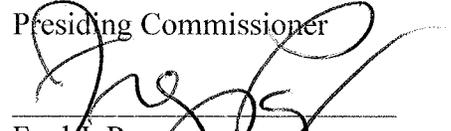
Now on this day, the County Commission of the County of Boone does hereby approve the request by Steve and Julie Koirtyohann to approve a Final Development Plan for Koirtyohann A1-A-2P on 10.0 acres, more or less, located at 9901 E Hwy OO, Hallsville.

Done this 2nd day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 2nd day of July 2019
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by New Field LLC to approve a Final Development Plan for NewTown Lot C1 on 1.51 acres, more or less, located at 6855 S Coneflower Avenue, Columbia.

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the 2ns day of July 2019

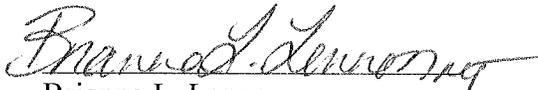
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

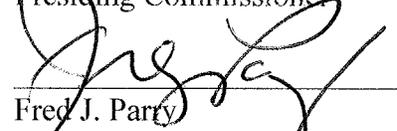
- Keil. S3-T51N-R11W. A-2. Norma J. Keil Trust, owner. Donald E. Bormann, surveyor.

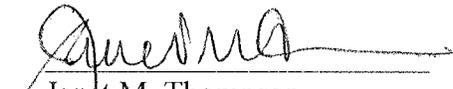
Done this 2nd day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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Term. 2019

In the County Commission of said county, on the 2nd day of July 2019

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 from the Prosecuting Attorney's Office to move funds from County paid Dependent Premium Health (10330) to Computer Hardware (91301) to cover cost of a new laptop.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1263	10330	IV-D	County pd Dependt Prem-Health	1,350	
1263	91301	IV-D	Computer Hardware		1,350
				1,350	1,350

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Year	<u>2019</u>	Original Appropriation	<u>11,566.00</u>
Dept	<u>1263 IV-D</u>	Revisions	<u> </u>
Acct	<u>10330 CNTY PD DEPENDENT PREM-HEALTH</u>	Original + Revisions	<u>11,566.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>2,945.20</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>2,945.20</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>8,620.80</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>8,620.80</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u>589.04</u>	August	<u> </u>
March	<u>1,178.08</u>	September	<u> </u>
April	<u>589.04</u>	October	<u> </u>
May	<u>589.04</u>	November	<u> </u>
June	<u> </u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Jacob Flowers

From: Patti Harris
Sent: Monday, June 10, 2019 10:43 AM
To: Jacob Flowers; Caryn Ginter
Subject: State Budget for IV-D Child Support

Hello!

I am grateful to have both of you to work with in preparing our State and County budgets! Especially since this will be my first time submitting a budget for both 😊

I will have my first draft for the State budget done this week. It is not due to be submitted to the State until the end of this month. I was hoping to get together with both of you to go over it and check for any obvious mistakes.

Also, now that the prosecutor's office has gone paperless, our department is needing to find \$1600.00 to purchase a laptop for the PA in our office. I have been trying to familiarize myself with the AS400 and looking through our allotted budget for 2019. We had a staff change this year, I replaced Stacy Van Hoosen, and with that there was a change in our County Pd Dependent Pre-Health account: 1263 10330. This account was originally allotted \$11,566.00 and it looks like we will only be spending \$7068.48 leaving a balance of \$4497.00. Could you please look at this account and let me know if there will be funds available to move to 1263 23000 Office Supplies?

Thank you both for your help with this!

Patti Harris • Child Support Enforcement
Boone County Prosecuting Attorney
605 E Walnut, Columbia MO 65201
ph: 573-886-4126 fax: 573-886-4139
pharris@boonecountymo.org

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July Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 2nd day of July 2019

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

Now on this day, the County Commission of the County of Boone does hereby award bid 27-16MAY19 – 2019 Chip Seal Pavement Preservation to Missouri Petroleum Products Co., LLC.

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

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: June 20, 2019
RE: 27-16MAY19 – 2019 Chip Seal Pavement Preservation

27-16MAY19 – 2019 Chip Seal Pavement Preservation opened on May 16, 2019 with two bids received. Resource Management recommends award by lowest responsive bid to Missouri Petroleum Products Co., LLC.

Cost of the Boone County contract is \$382,685.05. There will be a 5% contingency of \$19,134.25 added for a Purchase Order total of \$401,819.30, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$150,000. Balance is being shifted from the other pavement preservation contract.

Attached is the bid tabulation for your review.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid tabulation

**27-16MAY19 - 2019 CHIP SEAL PRESERVATION
FOR BOONE AND CALLAWAY COUNTIES**

				Missouri Petroleum		Vance Bros.	
BID TABULATION				Unit Price	Total	Unit Price	Total
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total
4.9.1.	3/8" Preservation Chip Seal Treatment	SY	320,183	\$2.12	\$678,467.78	\$2.62	\$838,879.46
4.9.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	725	\$3.00	\$2,175.00	\$2.00	\$1,450.00
4.9.3.	Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	214,626	\$0.06	\$12,877.56	\$0.10	\$21,462.60
BID TOTAL					\$693,520.34		\$861,792.06
4.9.4.	Minimum Quantity Required for Additional Post-Sweeping	SY			70,000		75,000
4.7.	Prompt Payment Terms			Net 30		Net 30	
4.8.	Will you accept ACH for payment of invoices? (Yes or No)			Yes		Yes	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **Missouri Petroleum Products Co., LLC**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 27-16MAY19
2019 CHIP SEAL PAVEMENT PRESERVATION
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1. 3/8" Preservation Chip Seal Treatment	174,626 SY	\$2.119	\$ 370,032.49
4.9.2. Temporary Centerline Markers	725 EA	\$3.000	\$ 2,175.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	174,626 SY	\$0.060	\$ 10,477.56
TOTAL			\$ 382,685.05

The contract award for Boone County's 2019 Onyx Surface Seal Pavement Preservation is to **be in the amount of \$382,685.05**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Introduction and General Conditions Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Project List and Location Map
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Debarment Certificate
- Instructions for Compliance with House Bill 1549
- Work Authorization Certification
- Certification of Individual Bidder
- Affidavit for Certification of Individual Bidder
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgement
- Prevailing Wage Order 25 (Filed 3/9/2018)

Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
Performance Bond,
Labor & Material Payment Bond
Bonds must be filled out and returned within 15 days of the date of this contract.

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the County and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the County.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County, and that the County may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

County of BoonePurchasing Department**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2019 Chip Seal Pavement Preservation for Boone & Callaway Counties**Project No.:** 27-16MAY19

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Primary Specifications and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: Missouri Petroleum Products Co., LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: (314) 219-7305
- 4.5. Email Address: timp@missouripetroleum.com
- 4.6. Federal Tax ID: 43-1845744

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

4.7. Prompt Payment Terms: Net 30

4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.9. PRICING

Description	Unit	Qty.	Unit Price	Total
4.9.1. 3/8" Preservation Chip Seal Treatment	SY	320,183	\$ 2.119	\$ 678,467.78
4.9.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County does not plan to install centerline markers but this pricing shall be available to Boone and Callaway Counties to use at their discretion.</i>	EA	725	\$ 3.00	\$ 2,175.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.) <i>*Note: Quantity shown is the Boone County estimated quantity (174,626 SY) with 40,000 SY projected for Callaway County.</i>	SY	214,626	\$0.06	\$12,877.56
4.9.4. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.		70,000 SY		
Bid Total				\$693,520.34

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

4.10. **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.**

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

4.11. **List all Sub-Contractors planned to be utilized on this project:** _____

There will be no subcontractors used on this job.

4.12. Authorized Representative (Sign by Hand):



4.12.1. Type or Print Signed Name:

Michael Hartman

4.12.2. Today's Date: 5/15/19



June 14, 2019

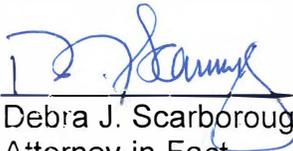
Boone County
613 E. Ash Street, Room 111
Columbia, MO 65201

Re: Missouri Petroleum Products Company LLC
Bond #674210828
Bond Amount: \$382,685.05
Project: 2019 Chip Seal Pavement Preservation for Boone & Callaway
Counties

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

Liberty Mutual Insurance Company

By: 

Debra J. Scarborough
Attorney-in-Fact

PERFORMANCE BOND

Bond No. 674210828

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Three Hundred Eighty Two Thousand, Six Hundred Eighty Five and 05/100 (\$382,685.05) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: 2019 Chip Seal Pavement Preservation for Boone & Callaway Counties

Project No.: 27-16MAY19

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO on this 17th day of June, 20 19.

(SEAL)



(SEAL)

Missouri Petroleum Products Company LLC
(Contractor)

BY: [Signature]

Liberty Mutual Insurance Company
(Surety Company)

BY: [Signature]
(Attorney-in-Fact)
Debra J. Scarborough

BY: _____
(Missouri Representative)
Debra J. Scarborough

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

Surety Contact Name: Surety Claims
Phone Number: (617) 357-9500
Address: 2815 Forbs Ave., Ste. 200
Hoffman Estates, IL 60192



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200158

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braille, Laura M. Buhrmester, Megan L. Burns-Hasty, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter, III

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of ___.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL PAYMENT BOND

Bond No. 674210828

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts

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

Three Hundred Eighty Two Thousand, Six Hundred Eighty Five and 05/100 Dollars,

(\$ 382,685), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated June 17, 2019 entered into a Contract with Owner for:

Project Name: 2019 Chip Seal Pavement Preservation for Boone & Callaway Counties

Project No.: 27-16MAY19

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

St. Louis, MO / Kansas City, MO, on this 17th day of June, 20 19



CONTRACTOR: Missouri Petroleum Products Company LLC (Seal)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]
Debra J. Scarborough (Attorney-in-Fact)

BY: [Signature]
Debra J. Scarborough (Missouri Representative)

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

Surety Contact Name: Surety Claims Phone Number: (617) 357-9500
 Address: 2815 Forbs Ave., Ste. 200
Hoffman Estates, IL 60192

LABOR AND MATERIAL
PAYMENT BOND



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200158

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braille, Laura M. Buhrmester, Megan L. Burns-Hasty, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter, III

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of ___.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR
CONTRACTORS -- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED

A. Section II ---- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ZAGLB9218902

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS -- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p>	<p>ALL LOCATIONS AND PROJECTS OF THE INSURED</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

POLICY NUMBER: ZAWCI938802

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO A LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-18** Policy No. ZAWCI938802 Endorsement No. Insured

LIONMARK CONSTRUCTION COMPANIES, LLC

Premium \$ **INCL.** Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **09-07-18**

WC 00 03 13
(Ed. 4-84)

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 87 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
1	Boone, Callaway & City of Holt Summit	\$1,131,596.26	100%
2	Lincoln County	\$590,028.08	100%
3	Lake Sherwood	\$83,972.10	100%

3. General type of work preformed:

Chip Seal Preservation

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

- (a) Number of contracts on which default was made: - 0 -
- (b) Description of defaulted contracts and reason therefore:

5. List references:

Please see attached references

Dated at Overland, MO

this 15th day of May, 20 19

Missouri Petroleum Products Co., LLC

By 

(Signature)

Name of Organization(s)

Vice President

(Title of Person Signing)



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305

Fax: (314) 991-9624

REFERENCES:

2015 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	558,000
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	228,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	200,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Brendan O'Brien (573) 898-5823	114,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305

Fax: (314) 991-9624

REFERENCES:

2016 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	706,287
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	190,880
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	303,140
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	72,111
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	78,614



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St. Louis, Missouri 63114

Phone: (314) 219-7305

Fax: (314) 991-9624

REFERENCES:

2017 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	637,074
City of Jennings	2120 Hord Ave Jennings, MO 63136	Jim Maixener (314)882-5038	64,013
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	322,596
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	122,841
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	38,107



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2018 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties City of Columbia	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	406,828
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	200,623
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	710,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	106,572
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	77,753

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

(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.

Michael Hartman, Vice President

Name and Title of Authorized Representative



Signature

5/15/19

Date

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 St. Louis)
)ss
State of Missouri)

My name is Michael Hartman I am an authorized agent of Missouri Petroleum Prod, LLC (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 5/15/19
Date

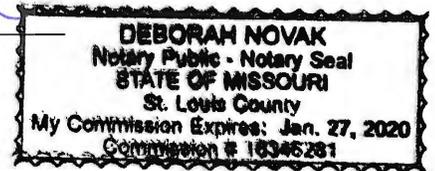
Michael Hartman

Printed Name

Subscribed and sworn to before me this 15 day of May, 2019.



Notary Public



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



Company ID Number: 188670

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Missouri Petroleum Products Company LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 188670

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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 (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.

b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 188670

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.



Company ID Number: 188670

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 188670

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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



Company ID Number: 188670

mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

F. The Employer understands that the fact of 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, 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).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

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

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry Classification Systems

Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 188670

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

Name:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		
Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		

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.

_____ N/A _____
Applicant Date Printed Name

N/A

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:

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number 27-16MAY19

Vendor Job Number _____

Job Location Boone & Callaway Counties

May 15, 2019

To the Boone County Purchasing Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Missouri Petroleum Products Co., LLC
Contractor

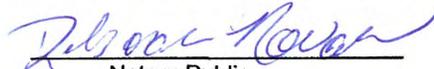
By 
(Signature)

Vice President
(Title)

State of Missouri

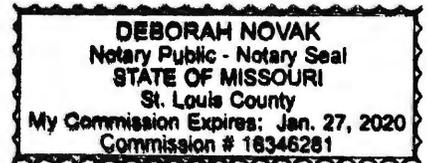
County of St. Louis ss.

Subscribed and sworn to before me this 15th day of
May, 2019, at Overland, MO


Notary Public

(SEAL)
My Commission expires January 27, 2020

AFFIDAVIT-SETTLEMENT OF CLAIMS 16.1



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

Michael Hartman, being first duly sworn, deposes and

says that he is Vice President
(Title of Person Signing)

of Missouri Petroleum Products Co., LLC
(Name of Bidder)

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

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

By [Signature]

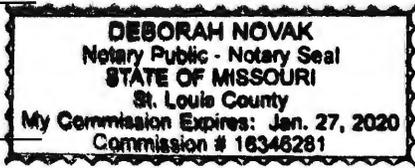
By _____

By _____

Sworn to before me this 15th day of May, 20 19

[Signature]
Notary Public

My Commission Expires January 27, 2020



SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated May 15, 20 19

Name of individual, all partners, or joint venturers:

Address of each:

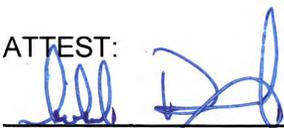
doing business under the name of:

Address of principal place of business in Missouri:

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

Missouri Petroleum Products Co., LLC
(If a corporation – show its name above)

ATTEST:



(Secretary)



Vice President
(Title)

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

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of St. Louis

On this 15th day of May, 20 19

before me appeared Michael Hartman to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the

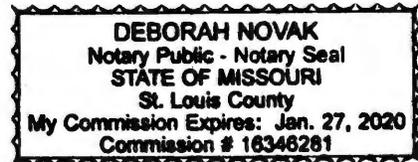


Vice President or other agent

of Missouri Petroleum Prod, LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Overland, MO the day and year first above written. (SEAL) _____

Deborah Novak Notary Public



My Commission expires January 27, 20 20

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC
1620 Woodson Road
St. Louis, MO 63114

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2019 Chip Seal Pavement Preservation for Boone & Callaway Counties; Project No. 27-16MAY19

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2019

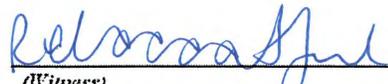


(Witness)

Missouri Petroleum Products Company LLC
(Principal) (Seal)

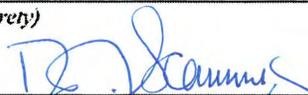
By: 

(Title) Vice President



(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 

(Title) Debra J. Scarborough Attorney-in-Fact
Surety Phone No. 617-357-9500





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200158

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile, Laura M. Buhmester, Megan L. Burns-Hasty, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter, III

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2019.



By: Renee C. Lewellyn
Renee C. Lewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



1620 Woodson Road
St. Louis, Missouri 63114
Phone: (314) 219-7306
Fax: (314) 991-9624

Email: rholesinger@missouripetroleum.com
Web: www.missouripetroleum.com

Thursday, May 2, 2019

Mr. Dan Haid, Project Manager
Boone County Resource Management
801 E. Walnut
Columbia, MO 65201

RE: Seal Coat Mix Design Transmittal
Project Name: 2019 Chip Seal Pavement Preservation for Boone and Callaway Counties
Project Bid: 27-16MAY19

Dear Mr. Haid:

The following documents are included in this transmittal for your review and approval:

- For Grade A1 Aggregate:
 - Seal Coat Design Report
 - Seal Coat Design
 - Aggregate Supplier Report and Summary Letter
 - Interstate Testing Aggregate Report
- For all mix designs:
 - Bi-State Emulsion Certification Letter for CHFRS-2P Cationic High-Float Rapid Set Polymer-Modified emulsion
 - BASF Certification Letter for Butonal NX-1122X Latex
 - Technical Data Sheet
 - Safety Data Sheet

If you have any questions or need additional information, please contact me at my above phone or email address.

Sincerely,



Richard E. Holesinger, P.E.
Engineering Manager

Enclosures: Seal Coat Grade A1 Transmittal Package

cc: Tim Parker, Project Manager (Chip Seal, Underseal & Fabric) (email only)



1620 Woodson Road
St. Louis, Missouri 63114
www.missouripetroleum.com
Phone: (314) 219-7305
Fax: (314) 991-9624

Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain Trap Rock Company, 325 Highway NN, Ironton, MO 63650

Aggregate Type: MODOT Grade A1: 3/8" x 1/4" (FWI product #42)

Aggregate Application Rate: 24 pounds/square yard*

Emulsion Source: Bi-State Emulsions, 3714 Big Bend Industrial Ct, St. Louis, MO 63143

Emulsion Type: CHFRS-2P composed of SBR Polymer and BASF High Float
Blending Agent NX 1122 X

Emulsion Application Range: 0.36 gallons/square yard**

Richard E. Holesinger, P.E.
Engineering Manager

Thursday, May 2, 2019

Date

Prepared for: 27-16MAY19 2019 Chip Seal Pavement Preservation for Boone and Calloway Counties

*The design aggregate application rate of 24 pounds per square yard is a suggested maximum rate to avoid shelling.

**The design emulsion application rate has been determined to be optimum for the aggregate used. A variance of ± 0.02 gallons per square yard should be allowed based on site surface conditions. Changes to the emulsion application rate shall be made by the engineer on a site-by-site basis.

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CHIP SEAL DESIGN
McLeod Method

Chapter 4 MnDOT
Seal Coat Design (2006)¹

¹Note: Corrected H to: H = (M/1.139285)+(0.011506*FI)

N/A Boone and Callaway Bid No. 27-16MAY19 **Thursday, May 2, 2019**

District	County:	JOB / Location		Date
2019 Chip Seal Pavement Preservation	Boone County	MODOT A1	Missouri Petroleum Products Company, LLC	
Project Name	Agency	Seal Coat Grade	Prime Contractor	
Bi-State Emulsions	3714 Big Bend Industrial Ct, St. Louis, MO 63143		CHFRS-2P	
Binder / Emulsion Source	Binder / Emulsion Source Location		Binder Grade / Emulsion Type	
Iron Mountain Trap Rock	1325 Highway N, Ironton, MO 63650		3/8" x 1/4" Seal Coat (FWI Product #42)	

Aggregate Source **Aggregate Location** **Aggregate Material Type**

Average Gradation	
Sieve	% Passing
3/4	100
1/2	100
3/8	97
1/4	44
4	18
8	5
16	2
50	1
200	0.3

MODOT
1003.2.2 Specification

0.26 in, Median size of aggregate, M (See Graph @ D₅₀)

100 5% Anticipated whip off, E (Drop Down Menu)
(Assume 5% unless very low volume, very low speed)

97-100 0.6% Aggregate Absorption (whole percent)

0 - 25 84.7 Loose unit weight of aggregate in lbs/ft³ (W)

1000 - 2000 Annual Average Daily Traffic count (Drop Down Menu)

0 - 1.0

Surface condition (Drop down menu): (d) Slightly pocked, porous and oxidized surface

Type of bitumen to be used: Emulsions Residual Asphalt (%): 65
(in percent; use 67% default)

Is aggregate slag or absorptive gravel? (Drop Down Menu) NO (Over 1% Absorption = Absorbive = Yes)

34 = Flakiness Index (%) 2.598 = Bulk Specific Gravity (OD)

SUMMARY OF RESULTS

Application Rate of Aggregate 24 Lbs. per sq. yd. Average Least Dimension (H) 0.232 inches

Wheelpath 0.34 Gals. Per sq. yd. Voids in Loose Aggregate (V) 47.75%

Non Wheelpath* 0.37 Gals. Per sq. yd. Traffic Correction Factor (T) 0.65

Application of Liquid* 0.36 Gals. Per sq. yd.

*Note - For "Shoulders only" jobs use Non Wheelpath

Surface Condition Factor 0.06

Absorbive Aggregate Factor 0.00



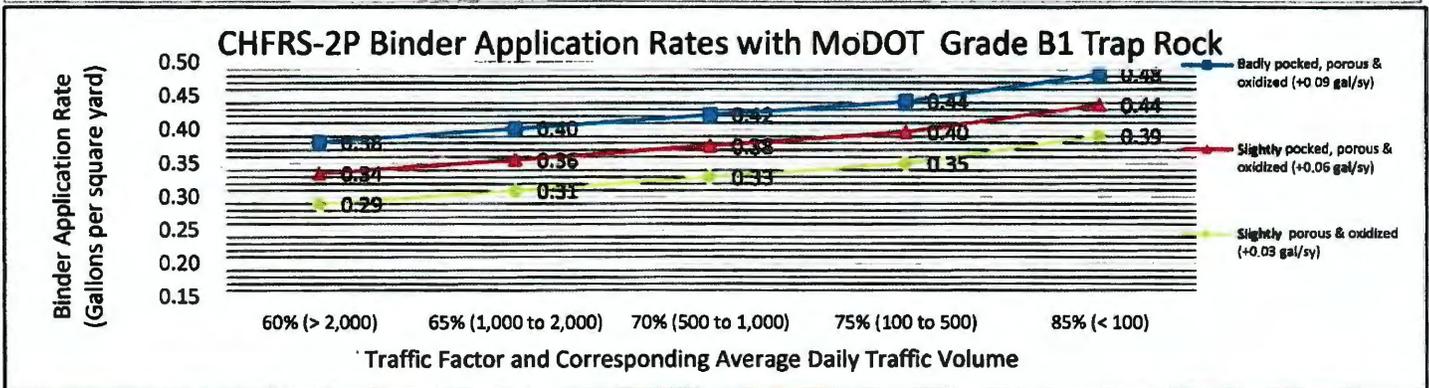
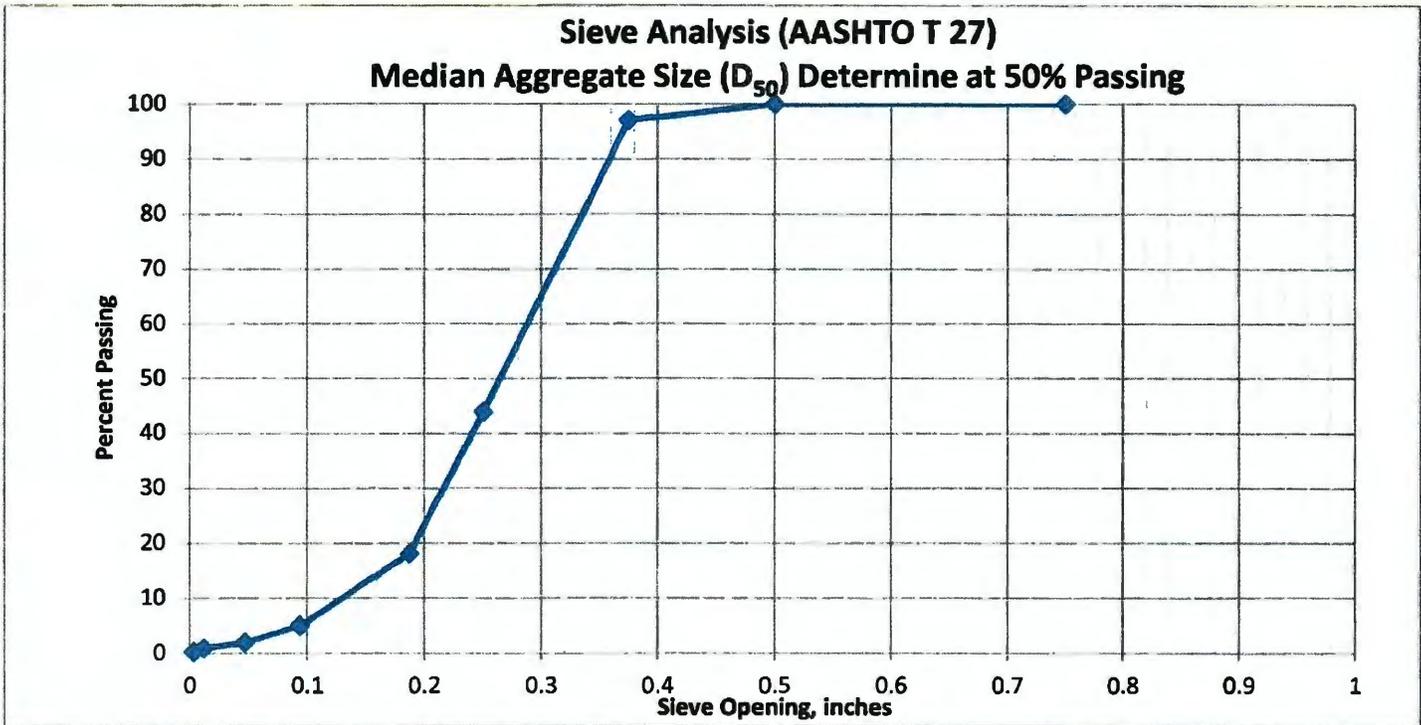
CHIP SEAL DESIGN
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Chapter 4 MnDOT
Seal Coat Design (2006)¹

¹Note: Corrected H to: $H = (M/1.139285) + (0.011506 * FI)$

Designed by: Richard Holesinger, P.E., Engineering Manager

Date: Thursday, May 2, 2019



Flakiness Index (FI) Calculation (Method FLH 508 using Utah DOT Part 8 Section 933.06 TABLE I)

Size Fraction	Weight Retained (grams)	Weight Passing (grams)	
1/2 - 3/8	76	40	
3/8 - 1/4	1218	579	
1/4 - No. 4	618	363	
TOTAL:	1912	982	

FI = 34



April 17th, 2019

Mr. Rick Holesinger
Missouri Petroleum
St. Louis, MO. 63114

Re: IMTR 3/8" x 1/4" – Pavement Preservation, Boone and Callaway Counties

Dear Mr. Holesinger:

Fred Weber, Inc. certifies that the 3/8" x 1/4" (FWI product #42) supplied from our Iron Mountain Trap Rock Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction* and the requirements of Section 1003 "Aggregates for Seal Coats" of the *St. Louis County Standard Specifications for Road and Bridge Construction*.

A typical gradation of this material is as follows

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)	
1/2"	100	100	
3/8"	98	97-100	
#4	19	0-25	
#200	0.6	0-1.0	
Deleterious Rock:	0.0%	Two Fractured Faces:	100%
Shale:	0.0%	Thin, Elongated Particles (5:1):	10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion:	2%
Total Deleterious:	0.0%	Bulk Specific Gravity:	2.627
		Absorption:	0.4%

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.
Material Services

Steve Rosenthal
Quality Control Manager

An Equal Opportunity Employer

2320 CREVE COEUR MILL ROAD * P.O. BOX 2501 * MARYLAND HEIGHTS, MISSOURI 63043-8501
314.344.0070 FAX 314.344.0970
WWW.FREDWEBERINC.COM



Interstate Testing Services

10440 Liberty Avenue • St. Louis, MO 63132
Tel. 314-994-0641

Date 2/13/2019
Contract ID **2019 Chip Seal Pavement Preservation for**
Job # **Boone and Callaway Counties**
Sample ID# 4325

Material FWI #40 1/4"X1/8"
Producer/Supplier FWI
Plant IRON MOUNTAIN
Technician JKS

Reported are the results for the sieve analysis, specific gravity, absorption, and loose unit weight of aggregate delivered to our laboratory.

T-27 Sieve Analysis

	WEIGHT	PERCENT	GRAD.	Percent
			100.0	Passing
1"	0.0	100.0	100.0	100
3/4"	0.0	100.0	100.0	100
1/2"	0.0	100.0	100.0	100
3/8"	0.0	100.0	100.0	100
1/4"	60.3	97.2	97.2	97
4	382.2	79.7	79.7	80
8	1212.7	24.2	24.2	24
16	386.1	6.5	6.5	7
30	98.1	2.0	2.0	2
50	27.4	0.8	0.8	1
100	6.2	0.5	0.5	0
200	2.1	0.36	0.4	0.4
PAN	1.0			
WET WT				
DRY WT.	2183.3			
WASHED WT.	2176.5			
P-200	6.8			

T 84 Specific Gravity and Absorption

Bulk Specific Gravity (SSD)	2.611
Bulk Specific Gravity (OD)	2.592
Apparent Specific Gravity	2.643
Absorption = Pa (%)	0.75
Loose Unit Weight	
Unit Weight (pcf)	84.6



Bi-State Emulsions, LLC

3714 Big Bend Industrial Ct.

Maplewood, MO 63143

(314) 645-1818

Fax: (314) 645-8898

May 2, 2019

Mr. Tim Parker

Manager of Chip Seal Operations

Missouri Petroleum

1620 Woodson Road

St. Louis, MO 63114

Dear Mr. Parker,

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the **2019 Chip Seal Pavement Preservation for Boone and Callaway Counties** Chip Seal Project will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All Bill of Ladings for this project will carry a MODOT certification number. This number verifies that the material has been tested according to state regulations and passes all required testing for certification.

Christopher Hazer



Plant Manager

Bi-State Emulsions, LLC

Construction

Technical Data Sheet

Butonal® NX 1122

**Chemical Nature**

Aqueous, high solids, cold-polymerized, cationic styrene-butadiene dispersion for modifying cationic asphalt emulsions

Properties			
Typical Properties	Solids content	%	~ 64.0
	pH		~ 5.3
	Viscosity (Brookfield RV, Spindle #3, at 20 rpm)	mPa s	~ 250 – 2000
Other Properties of the dispersion	Bound styrene	%	24
	Residual monomer	%	0.08 max.
	Density	lbs/gal	8.10
	Antioxidant		none
	Glass transition temperature (DSC)	°C	-53

Applications

Features

Butonal® NX 1122 is a mechanically stable latex polymer dispersion that is readily incorporated into cationic asphalt emulsions through addition to the soap solution (batch process) or co-milling (continuous process).

Applications

Butonal® NX 1122 is used in the following applications:

- Cationic High Float
- Chip Seal
- Slurry seal
- Microsurfacing

Butonal® NX 1122 can also be used to modify hot asphalt cements in order to meet Superpave® "Plus" modified binder specifications as well as to provide improvements in conventional properties such as increased softening point and decreased penetration.

Processing

Periodic mechanical stirring is required to maintain a homogeneous mixture. Some separation is possible due to the specific gravity and particle size distribution of this latex polymer dispersion.

Generally, the preferred means of stirring is with a separate propeller type stirrer. This low-speed, low-shear mechanical stirrer can be located off-center, set at an angle, or side-mounted near the tank bottom to prevent latex foaming or vortex formation. Center-stirring requires tank baffles. It is recommended that material be agitated for 10 - 20 minutes every 24 hours in storage.

Safety

General

The usual safety precautions when handling chemicals must be observed. These include the measures described in Federal, State and Local health and safety regulations, thorough ventilation of the workplace, good skin care and wearing of protective goggles.

Material Safety Data Sheet

All safety information is provided in the Material Safety Data Sheet for Butonal® NX 1122.

Storage

Butonal® NX 1122 has a shelf life of six months from delivery date, provided it is stored in accordance with the "Handling and Storage of polymer dispersions" brochure. Technical information regarding the storage of BASF polymer dispersion products is available upon request.

Important

The descriptions, designs, and data contained herein are presented for your guidance only. Because there are many factors under your control which may affect processing or application/use it is necessary for you to make appropriate tests to determine whether the product is suitable for your particular purpose prior to use. **NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, OR DATA MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, DATA OR DESIGNS PROVIDED BE PRESUMED TO BE A PART OF OUR TERMS AND CONDITIONS OF SALE.** Further, you expressly understand and agree that the descriptions, designs, and data furnished by BASF hereunder are given gratis and BASF assumes no obligation or liability for same or results obtained from use thereof, all such being given to you and accepted by you at your risk.

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Good Chemistry at Work

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Canada: www.basf.us/responsiblecare_canada

México: www.basf.us/responsiblecare_mexico

BASF Corporation
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www.basf.us/dpsolutions



We create chemistry

Safety Data Sheet

Butonal® NX 1122 X

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(30083960/SDS GEN US/EN)

1. Identification

Product identifier used on the label

Butonal® NX 1122 X

Recommended use of the chemical and restriction on use

Recommended use*: Raw material
Suitable for use in industrial sector: chemical industry

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

Chemical family: Polymer, dispersion

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard: 29 CFR Part 1910.1200

Classification of the product

Skin Corr./Irrit.	2	Skin corrosion/irritation
Eye Dam./Irrit.	2A	Serious eye damage/eye irritation

Label elements

Pictogram:

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Signal Word:
Warning

Hazard Statement:
H319 Causes serious eye irritation.
H315 Causes skin irritation.

Precautionary Statements (Prevention):
P280 Wear protective gloves and eye/face protection.
P264 Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P303 + P362 IF ON SKIN (or hair): Wash with plenty of soap and water.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P311 If eye irritation persists: Call a POISON CENTER or doctor/physician.
P362 + P364 Take off contaminated clothing and wash it before reuse.

Precautionary Statements (Disposal):
P501 Dispose of contents/container to hazardous or special waste collection point.

Hazards not otherwise classified

No specific dangers known, if the regulations/notes for storage and handling are considered. If the product adheres to skin, irritation may occur when it dries.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical name</u>
Trade Secret	1.0 - 5.0%	Quaternary ammonium compound
64-17-5	1.0 - 5.0%	Ethanol
7704-34-9	1.0 - 5.0%	sulfur
78330-21-9	1.0 - 5.0%	Alcohols, C11-14-iso-, C13-rich, ethoxylated

The product contains:

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical name</u>
Trade Secret	50.0 - 70.0%	Styrene-butadiene polymer
7732-18-5	20.0 - 40.0%	Water
112-80-1	1.0 - 5.0%	oleic acid

4. First-Aid Measures

Description of first aid measures

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General advice:

Remove contaminated clothing.

If inhaled:

Remove the affected individual into fresh air and keep the person calm. Assist in breathing if necessary. Immediate medical attention required.

If on skin:

Wash affected areas thoroughly with soap and water. If irritation develops, seek medical attention.

If in eyes:

Flush with copious amounts of water for at least 15 minutes. If irritation develops, seek medical attention.

If swallowed:

Immediately rinse mouth and then drink plenty of water, do not induce vomiting, seek medical attention. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11.

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Symptomatic treatment (decontamination, vital functions).

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
water spray, foam, dry powder

Special hazards arising from the substance or mixture

Hazards during fire-fighting:
No particular hazards known.

Advice for fire-fighters

Protective equipment for fire-fighting:
Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Further information:

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations. Product itself is non-combustible; fire extinguishing method of surrounding areas must be considered.

6. Accidental release measures

Further accidental release measures:

High risk of slipping due to leakage/spillage of product.

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Personal precautions, protective equipment and emergency procedures

Use personal protective clothing. Avoid contact with skin and eyes.

Environmental precautions

Do not release untreated into natural waters.

Methods and material for containment and cleaning up

For small amounts: Pick up with suitable absorbent material (e.g. sand, sawdust, general-purpose binder, kieselguhr). Dispose of absorbed material in accordance with regulations.

For large amounts: Pump off product.

Spills should be contained, solidified, and placed in suitable containers for disposal.

7. Handling and Storage

Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practice. No special measures necessary provided product is used correctly. Ensure adequate ventilation.

Conditions for safe storage, including any incompatibilities

Further information on storage conditions: Store protected against freezing.

Protect from temperatures below: 5 °C

The packed product is destroyed at low temperatures or by frost.

Protect from temperatures above: 60 °C

The packed product must be protected against exceeding the indicated temperature.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

Ethanol	OSHA PEL	PEL 1,000 ppm 1,900 mg/m ³ ; TWA value 1,000 ppm 1,900 mg/m ³ ;
	ACGIH TLV	STEL value 1,000 ppm ;

Advice on system design:

Ensure adequate ventilation.

Personal protective equipment

Respiratory protection:

Wear respiratory protection if ventilation is inadequate.

Hand protection:

Chemical resistant protective gloves

Eye protection:

Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

General safety and hygiene measures:

Hands and/or face should be washed before breaks and at the end of the shift. Avoid contact with skin and eyes.

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9. Physical and Chemical Properties

Form:	liquid, dispersion	
Odour:	faint odour	
Odour threshold:	No data available.	
Colour:	white	
pH value:	approx. 5.0 - 5.6	
<i>Information on: Water</i>		
Melting point:	0 °C	

<i>Information on: Water</i>		
Boiling point:	100 °C	

Flash point:	> 300 °F	(Unspecified)
Flammability:	not flammable	
Lower explosion limit:	not applicable	
Upper explosion limit:	not applicable	
<i>Information on: Water</i>		
Vapour pressure:	23.4 hPa (20 °C) Literature data.	

Density:	approx. 0.90 - 0.95 g/cm ³ (20 °C)	
Relative density:	No data available.	
Vapour density:	not determined	
Partitioning coefficient n-octanol/water (log Pow):	not applicable	
Self-ignition temperature:	not self-igniting	
Viscosity, dynamic:	approx. 300 - 1,500 mPa.s	
Solubility in water:	(15 °C) partly soluble	
Miscibility with water:	miscible	
Evaporation rate:	No data available.	
Other information:	Range of particle size: < 0,1 µm - 10 µm	

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:

Corrosive effects to metal are not anticipated.

Oxidizing properties:

not fire-propagating

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

No hazardous reactions when stored and handled according to instructions. After long storage, slight quantities of carbon monoxide may be formed.

The product is chemically stable.

Conditions to avoid

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Avoid extreme heat.

Incompatible materials

metal salts

Hazardous decomposition products

Decomposition products:

Hazardous decomposition products: carbon dioxide, carbon monoxide, hydrocarbons

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Virtually nontoxic after a single ingestion. Virtually nontoxic after a single skin contact. Virtually nontoxic by inhalation. Ingestion may cause gastrointestinal disturbances. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Oral

Type of value: LD50

Species: rat

Value: > 2,000 - 10,000 mg/kg

Inhalation

Type of value: ATE

Value: > 5 mg/l

Exposure time: 4 h

Determined for mist

Dermal

Type of value: ATE

Value: > 5,000 mg/kg

Assessment other acute effects

Assessment of STOT single:

Based on the available information there is no specific target organ toxicity to be expected after a single exposure.

Irritation / corrosion

Assessment of irritating effects: Irritating to eyes. Irritating to skin. If the product adheres to skin, irritation may occur when it dries. The product has not been tested. The statement has been derived from the properties of the individual components.

Sensitization

Assessment of sensitization: Skin sensitizing effects were not observed in animal studies. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

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Aspiration Hazard

not applicable

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: No adverse effects were observed after repeated exposure in animal studies. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Genetic toxicity

Assessment of mutagenicity: The substance was not mutagenic in bacteria. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Carcinogenicity

Assessment of carcinogenicity: The whole of the information assessable provides no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: Not expected to cause reproductive toxicity (based on composition).

Teratogenicity

Assessment of teratogenicity: The data available for an assessment of the effect of the substance on developmental toxicity are not sufficient for a proper evaluation.

Symptoms of Exposure

The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11.

12. Ecological Information

Toxicity

Toxicity to fish

LC50 (96 h) 1 - 10 mg/l, Fish (OECD Guideline 203, static)

The product has not been tested. The statement has been derived from the properties of the individual components.

Persistence and degradability

Assessment biodegradation and elimination (H₂O)

Not readily biodegradable (by OECD criteria). The product has not been tested. The statement has been derived from the properties of the individual components.

Bioaccumulative potential

Bioaccumulation potential

Based on its structural properties, the polymer is not biologically available. Accumulation in organisms is not to be expected.

Mobility in soil

Assessment transport between environmental compartments

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No data available.

Additional information

Adsorbable organically-bound halogen (AOX):
No data available.

Other ecotoxicological advice:
Do not release untreated into natural waters. At the present state of knowledge, no negative ecological effects are expected.

Ecological data are determined by analogy.

13. Disposal considerations

Waste disposal of substance:

Must be sent to a suitable incineration plant, observing local regulations.
Incinerate or dispose of in a licensed facility. Do not discharge into drains/surface waters/groundwater.

Container disposal:

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Land transport USDOT

Not classified as a dangerous good under transport regulations

Sea transport IMDG

Hazard class:	9
Packing group:	III
ID number:	UN 3082
Hazard label:	9, EHSM
Marine pollutant:	YES
Proper shipping name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (contains QUATERNARY AMMONIUM COMPOUNDS, ALCOHOL ETHOXYLATE)

Air transport IATA/ICAO

Hazard class:	9
Packing group:	III
ID number:	UN 3082
Hazard label:	9, EHSM
Proper shipping name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (contains QUATERNARY AMMONIUM COMPOUNDS, ALCOHOL ETHOXYLATE)

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15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US released / listed

EPCRA 311/312 (Hazard categories): Refer to SDS section 2 for GHS hazard classes applicable for this product.

<u>CERCLA RQ</u>	<u>CAS Number</u>	<u>Chemical name</u>
100 LBS	64-17-5	Ethanol

State regulations

<u>State RTK</u>	<u>CAS Number</u>	<u>Chemical name</u>
NJ	64-17-5	Ethanol
	7704-34-9	sulfur
PA	64-17-5	Ethanol
	112-80-1	oleic acid
	7704-34-9	sulfur

Safe Drinking Water & Toxic Enforcement Act, CA Prop. 65:

WARNING: This product can expose you to chemicals including 4-VINYLCYCLOHEXENE, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

NFPA Hazard codes:

Health: 2 Fire: 1 Reactivity: 0 Special:

HMIS III rating

Health: 2 Flammability: 1 Physical hazard: 0

16. Other Information

SDS Prepared by:

BASF NA Product Regulations

SDS Prepared on: 2018/07/31

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Safety Data Sheet

Butonal® NX 1122 X

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Version: 5.0

Page: 10/10

(30083960/SDS GEN US/EN)

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END OF DATA SHEET

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lionmark Construction Companies LLC	
	2 Business name/disregarded entity name, if different from above Missouri Petroleum Products Company LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1620 Woodson Road	Requester's name and address (optional)
	6 City, state, and ZIP code St. Louis, MO 63114	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																					
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																					
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> <p style="text-align: center;">or</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">4</td></tr> </table>	Social security number																		Employer identification number									4	3	-	1	8	4	4	6	4
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ 01-01-2019
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On the 10th day of May, 2017, before me appeared Greg McMurtrey,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the President of Missouri Petroleum Products, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.



Affiant Signature

Subscribed and sworn to before me in St. Louis, MO, the day and year first above-written.
city (or county) state



Notary Public

My commission expires: January 27, 2020

[documentation of enrollment/participation in a federal work authorization program attached]





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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Missouri Petroleum Products Company LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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 (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.

b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.



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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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 188670

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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



Company ID Number: 188670

mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

F. The Employer understands that the fact of 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, 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).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 188670

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

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry Classification Systems

Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

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

Name:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		
Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) **ss**

County of St Louis)

Now this 4 **day of** March **, 20**19**, the undersigned,**
being first duly sworn, deposes and says:

- 1. I am more than 18 years of age.**
- 2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of** Missouri Petroleum Products Company LLC
(name of Corporation, LLC, sole proprietorship or partnership)
- 3. I am authorized to make this affidavit on behalf of** Missouri Petroleum Products Company LLC
(name of business entity, same as above)
- 4. I state and affirm that** Missouri Petroleum Products Company LLC **is enrolled and is**
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- 5. Further,** Missouri Petroleum Products Company LLC **does not knowingly employ**
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, Missouri Petroleum Products Company LLC has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

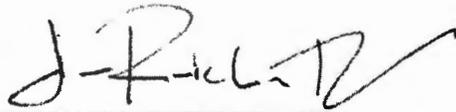
I certify under penalty of perjury that the statements above are
complete, true and accurate to the best of my knowledge and belief.

Mike Hartman, Vice President

Authorized Agent, Partner, Owner or Officer

*If business has a Human Relations Director or equivalent that person
must sign as an affiant as well.*

I certify under penalty of perjury that the statements above
are complete, true and accurate to the best of my knowledge and
belief.



Joe Reichmuth

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form
is not required but the Attorney General has deemed this affidavit
sufficient in form to satisfy the requirements of section 285.540, RSMo.,
Supp. 2008.*

FURTHER THE AFFIANT SAYETH NOT



Mike Hartman, Vice President
(Signature)

On this 4 day of March in the year 20 19, before me, _____
a Notary Public in and for said State, personally appeared Mike Hartman, Vice President, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the
county and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: January 27, 2020



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

2nd

day of

July

2019

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 Contract Amendment Number Two to Contract 40-27NOV18 for Law Enforcement Uniform Clothing and Boots, Term and Supply for the Boone County Sheriff's Department.

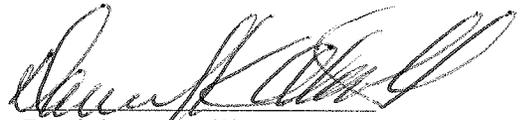
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 2nd day of July 2019.

ATTEST:



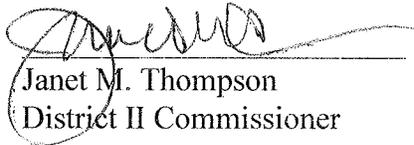
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Perry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: June 20, 2019
RE: Amendment #2 to Contract 40-27NOV18 for Law Enforcement Uniform
Clothing and Boots, Term and Supply for the Boone County Sheriff Department

Amendment #2 to contract 40-27NOV18 for Law Enforcement Uniform Clothing and Boots, Term and Supply for the Boone County Sheriff Department that was awarded February 19, 2019 (Commission Order 67-2019) is being amended to add an upcharge for adding Velcro for nametags to officer shirts.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

The following Departments/Accounts will be used for payments:

- 1251 – Sheriff /23300 - Uniforms
- 1255 – Corrections /23300 - Uniforms
- 2901 – Sheriff Operations – LE Sales Tax /23300 - Uniforms
- 2902 – Corrections – LE Sales Tax /23300 - Uniforms

/lp

cc: Gary German, Sheriff's Department
Contract File

Commission Order: 278-2019Date: 7/3/2019

**CONTRACT AMENDMENT NUMBER TWO TO THE
PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORM CLOTHING AND BOOTS, TERM AND SUPPLY**

The Agreement **40-27NOV18** dated February 19, 2019 (Commission Order 67-2019) made by and between Boone County, Missouri **Galls, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the following line item to the contract:

Pricing Page Line Item Number	Product Description	Firm, Fixed Price Per Each
2.51	Addition of Velcro 1"x 5" sewn on officer shirts for our nametags.as ordered by the Sheriff's Department	\$5.00

2. Paragraph 3.12.2 shall be **REVISED** as follows:

3.12.2 The contractor must provide upon request all necessary alterations/adjustments. Alterations/adjustments on all stock uniform items shall be completed at the current contract price plus the alteration/adjustment/sewing up-charge specified in line item 2.41 on the Vendor Response and Pricing Pages. The alteration upcharge shall be charged per garment. The contractor shall understand and agree that if a price is not stated in line item 2.41, then there shall be no additional charge for any alteration made to the garments identified in the contract. ***This upcharge, if any, shall apply for affixing patches/chevrons that the Sheriff's Department will provide to the contractor to be added to garments upon request of the Sheriff's Department. In the event the Sheriff requests that the contractor provides and applies Velcro to officer shirts to accommodate officer nameplates, the contractor shall be entitled to additional pricing quoted in item 2.51 that shall be applied per garment.***

3. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement, as amended by previous contract amendment, shall remain the same and apply hereto.

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

278-2019

Commission Order: _____

Date: 7/3/2019

GALLS, LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Michael Wessner
7389F4CB5B304E3...

By: Boone County Commission

Title: CEO

DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner
BA7B934CED0E4EB...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor
7D71DEAE69D74DD...

DocuSigned by:
Brianna L. Lennon by MT
County Clerk
7D62BA3996F643C...

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.)

1251/23300;1255/23300;2901/23300; and 2902/23300 – Term and Supply

DocuSigned by:
[Signature]
Signature
Date 6/24/2019
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 2nd day of July 2019

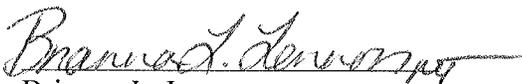
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the City of Columba Cooperative Contract 39/2019 to purchase fleet maintenance services from Bob McCosh Chevrolet Buick GMC Cadillac, Inc.

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.

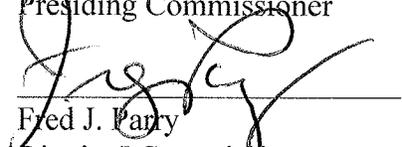
Done this 2nd day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: June 24, 2019
RE: 39/2019- Fleet Maintenance - Term & Supply

Road & Bridge requests permission to utilize the City of Columbia cooperative contract 39/2019 to purchase fleet maintenance services from Bob McCosh Chevrolet Buick GMC Cadillac, Inc.

This is a term and supply contract and will be paid from department 1251 – Sheriff, 1255 – Corrections, 2040 – Road & Bridge – Maintenance Operations, account 59100 – Vehicle Repairs/Maintenance.

cc: Greg Edington, Road & Bridge
Gary German, Sheriff

Bid File

**PURCHASE AGREEMENT
FOR
FLEET MAINTENANCE - TERM & SUPPLY**

THIS AGREEMENT dated the 2nd day of July 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob McCosh Chevrolet Buick GMC Cadillac, Inc.**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Fleet Maintenance** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Quote number **39/2019** as well as Boone County Standard Terms and Conditions and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quote number **39/2019** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through January 30, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Rates and Charges** - Contractor agrees to provide fleet maintenance in accordance with its bid response at the charges specified therein during the contract period. 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 Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

**BOB MCCOSH CHEVROLET BUICK
GMC CADILLAC, INC.**

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Jason Lang
 A85A0B3432A14F4...
 Title SERVICE MANAGER

By: Boone County Commission
 DocuSigned by:
David K. Hall
 51419346E76E45B...
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charley J. Duffane
 6670A0D070AC445...
 County Counselor

DocuSigned by:
Brianna L Lennon by MT
 70323A9885F1425...
 County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: <u>June E. Pfeiffer by eij</u> No Electronic Signature 71899195184244D...	6/25/2019	1251, 1255, 2040 / 59100 Term and Supply
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shawna Victor	Address		Address	
Email	shawna.victor@como.gov				
Phone		Contact		Contact	
Fax					
Bid Number	39/2019 Addendum 1	Department		Department	
Title	Fleet Maintenance Term and Supply	Building		Building	
Bid Type	RFQ-F	Floor/Room		Floor/Room	
Issue Date	12/6/2018 09:00 AM (CT)	Telephone		Telephone	
Close Date	12/20/2018 02:00:00 PM (CT)	Fax		Fax	
		Email		Email	

Supplier Information

Company Bob McCosh Chevrolet Buick GMC Cadillac
 Address #1 Business Loop 70 East
 Columbia, MO 65203
 Contact Michael S. Mountjoy
 Department
 Building
 Floor/Room
 Telephone (573) 442-6156
 Fax (573) 443-1821
 Email mmountjoy@bmcmail.com
 Submitted 12/18/2018 10:21:42 AM (CT)
 Total \$400.00

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

Signature Michael S. Mountjoy Email mmountjoy@bmcmail.com

Supplier Notes

Pick up and delivery is done at no charge.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes
 Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Response Information	BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY (HARD PAPER COPY), PRINT THIS RFQ IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 5TH FLOOR, COLUMBIA MO 65201, BY THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.	0
2	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	already file since we are a current vendor
3	Terms & Conditions Acceptance	Bidder agrees to accept the attached Terms & Conditions	Michael S. Mountjoy Service Manager Bob McCosh Chevrolet Buick GMC Cadillac, Inc.
4	EVALUATION AND AWARD	<p>Failure to provide all required information may be cause for rejection of bid.</p> <p>Original Equipment Manufacturer (OEM): Awards will be made for each OEM certified repair facility to provide repairs and services for vehicles and equipment by type and manufacturer. However, where multiple OEM certified vendors respond, each bid response will be evaluated using the criteria listed in the following "Services" paragraph.</p> <p>Services: After consideration of all applicable parts, discounts, mileage charges, labor rates, flat rate service charges (where applicable), and quality of vendor's facility and personnel, this bid will be awarded to the responsive firm(s) deemed most responsible, offering lowest net prices to the City for each type of service quoted.</p> <p>Multiple Awards: The City, in order to insure adequate service and parts coverage for all its equipment, reserves the right to make multiple awards for each area, OEM, or after-market brand quoted, with primary contracts going to the firm(s) meeting the requirements described in the "Services" paragraph above. Secondary and tertiary contracts would go second and third lowest bid.</p>	X
5	Terms and Conditions	Bidder agrees to accept the attached Terms and Conditions	Accept
6	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
7	SAMPLE CONTRACT	Bidder shall review Attachment 1 Sample Contract for all terms and conditions	x

- | | | | |
|----|------------------------------|--|--|
| 8 | PRICING | The price entered for each item shown in the bid document (excluding discount line items) shall be the price the City is expected to pay. All discounts must be applied to the pricing quoted. No further computations will be required to compare pricing provided by bidders. | x |
| 9 | SERVICE CHARGE | The bidder will state whether charges for work performed at City facilities, as listed in Section 4.6 of the RFQ, is a flat rate or price per mile charge. | We will work on vehicles at Bob McCosh premises only |
| 10 | EMERGENCY ROAD SERVICE | Bidder must state if emergency road service is provided. If yes, indicate the maximum expected response time from service call. | No |
| 11 | SHOP EQUIPMENT | Bidder must state if the necessary computerized analysis equipment is on site as required by the OEM manufacture to perform the required services on the respective vehicles/equipment. | Yes |
| 12 | Contracts | Provide the name, phone number, fax (if available), and e-mail address for the following:

- Parts Manager contact
- Service Manager contact
- Billing contact | Parts Manager Rick Neuner
573-442-6156 ext#1401 fax#
573-441-5632 email:
rneuner@bmcmail.com
Service Manager: Michael S.
Mountjoy 573-442-6156 ext#1301
Fax# 573-874-3222 email:
mmountjoy@bmcmail.com
Accounting Dept. Connie Nickles
573-442-6156 ext#1230 Fax
573-874-3222 email:
cnickles@bmcmail.com |
| 13 | FTA Requirements | Bidder shall agree to comply with the attached FTA requirements. Bidder must initial for acknowledgement and acceptance of requirements at the end of the attachment. | x |
| 14 | Cooperative Contract Pricing | Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) | |
| 15 | Addendums | Bidders shall note the changes outlined in Addendum No. 1 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line. | Addendum No. |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Labor Charges, per hour	\$380.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	Per hour	Labor in shop	95.00

Supplier Notes:

1.2	1	Per hour	Labor in field	95.00
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Supplier Notes:

1.3	1	Per hour	Overtime labor in shop	95.00
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Supplier Notes:

1.4	1	Per hour	Overtime labor in field	95.00
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Supplier Notes:

1.5	1	Per hour	Minimum labor charge	0.00
-----	---	----------	----------------------	------

Supplier Notes:

2	1	Percentage	Percent discount for parts	\$20.00
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Item Notes:

Supplier Notes:

3	1	EA	Service Charge for work performed at City facilities (price per Section 3.5)	Unit Price
---	---	----	--	------------

Item Notes:

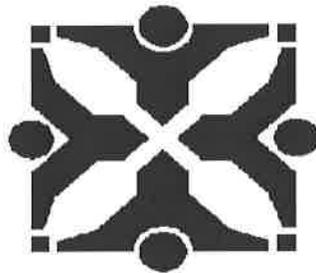
Supplier Notes:

Response Total: \$400.00

CITY OF COLUMBIA
CONTRACT DOCUMENTS

39/2019

FLEET MAINTENANCE TERM & SUPPLY (BOB McCOSH)



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

MIKE GUILFORD
FLEET OPERATIONS MANAGER
FLEET OPERATIONS

SHAWNA VICTOR
PROCUREMENT OFFICER
(573) 874-7374

**TERM & SUPPLY CONTRACT FOR
FLEET MAINTENANCE SERVICES**

Between

Bob McCosh Chevrolet Buick GMC Cadillac, Inc.

And

CITY OF COLUMBIA, MISSOURI

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and **Bob McCosh Chevrolet Buick GMC Cadillac, Inc.** (hereinafter "Contractor"), a Company with the authority to transact business within the State of Missouri and whose address is #1 Business Loop 70 East Columbia MO 65203, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for fleet maintenance services of certain City-owned vehicles and equipment on a term and supply basis, with separate awards made for the vehicles and equipment of each original equipment manufacturer;

WHEREAS, Contractor submitted a proposal and pricing response to meet City's needs for such services; and

WHEREAS, City and Contractor wish to enter into an agreement to provide, services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **DEFINITIONS**

(a) "*Contractor Pricing*" shall mean the price that Contractor agrees to accept as compensation for the work as set forth in Contractor's Proposal and Pricing Response (hereinafter "Contractor's Bid Response"), attached hereto as **Exhibit B** and made a part of this Agreement, or as modified from year to year as indicated in Paragraph 2.2.

(b) "*Services*" shall mean the timely completion of repair and maintenance services as directed by the City, details of which are further described in the City's Request for Quotation (hereinafter "City's RFQ"), attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving a repair order from the City in writing and to perform the Services in a good and workmanlike manner.
- 2.2. **Pricing.** For the initial year of this Agreement, both parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit B**. After the first year, Contractor reserves the right to update the Contractor Pricing prior to each term of the Agreement and that price will be fixed for the duration of that term of the Agreement. Notwithstanding the prices quoted in the contractor's Bid Response, the City shall receive the lowest rate contractor charges the general public or what other commercial contracts receive if that rate is lower than the price as determined by the vendor's bid response or updated Contractor Pricing.
- 2.3. **Labor Time.** The Chilton or Mitchell labor manual will be used to determine repair time. When work performed is covered by the Chilton/Mitchell manual specified by the Contractor on the Bid Response, contractor shall charge for labor an amount equal to the contract hourly rate multiplied by the number of hours shown on the applicable published flat rate/time schedule for such repairs in effect on the date such repairs were performed.

For services not specifically covered by the Chilton/Mitchell flat rate manuals, or in those cases where a multiple of services covered by the flat rate manual are combined at the request of the City, an estimate for the number of hours required to perform the service shall be supplied by the contractor at the time the covered vehicles are brought into the contractor's shop or inspected at a City facility. If approved by the city, this estimate shall become the ceiling as to the maximum number of hours to be charged for labor under the contract for that repair order. Time allowance for such work shall be the actual hours of productive labor necessary to complete the job, but not to exceed the ceiling. If the ceiling offered by the contractor is deemed to be unreasonable by the City, or otherwise subject to question based on cost experience and estimates of prevailing costs of such work, the City retains the right to procure the services on the open market, subject to approval by the Purchasing Agent. Contractor shall maintain individual daily job tickets and/or employee work records for work performed under this contract which are not covered by applicable labor manual. Individual daily job tickets and/or employee work records shall be legible and prepared in ink and shall include, at least, the following:

- a) Name of Employee
- b) Date/Time when work was performed

- c) Job number
- d) Number of direct hours of work performed
- e) Signature of employee

For any work requested by the City, if the contractor discovers additional items than should be repaired or replaced, contractor must receive approval from the ordering agency prior to doing the work. For any work requested by the City, if the contractor discovers that any part of the work ordered does not need to be performed, he shall inform the ordering agency and receive instructions prior to proceeding.

- 2.4. **Parts.** Contractor charges for parts shall be calculated based on the manufacturer's published price in the manufacturer's latest national standard printed price list and so recognized by the trade. The manufacturer's list price shall be discounted by the discount amount listed in Contractor's Response, attached hereto as **Exhibit B**. Industry-wide price increases, as reflected in newly published manufacturer's price listings, will be honored; however, percentage discounts offered will not be subject to adjustment. The City reserves the right to request from each bidder prior to the award of any contract, a copy of the manufacturer's current genuine parts price list for items quoted. The vendor(s) for each manufacturer's equipment, parts or supplies will be required to provide at least one copy of such price list(s), and all subsequent revisions hereto, during the contract period. The City must receive changes to price lists at least five (5) working days prior to the increased price list becoming effective to the City. No increase will be retroactive. Orders placed with the vendor for parts or materials prior to the City receipt of required price changes will be honored.
- 2.5. **Pick-Up and Delivery.** The City may require vehicles to be picked up by the contractor within three (3) working hours after a written or oral order is received by the contractor.
- 2.6. **Issuance of Repair Order.** At the time of pick-up and/or delivery, the City representative will give the contractor a repair order listing the vehicle services to be accomplished and the agreed delivery time for the return of the vehicle by the contractor. If requested, the vendor must provide an estimate on the cost and time to complete repair. The maximum price shown on the repair order will not be exceeded without prior approval of the City, in which event the repair order will be modified accordingly. Such approval will be given only when something new or additional is determined by the City to be necessary during the progress of the work being done. No verbal order or change to an existing written order shall be accepted by the Contractor unless such instructions are immediately written by the contractor on his standard shop order form.

- 2.7. **Delivery Time.** After receipt of the vehicle by the contractor, the City requires that the vehicle be repaired and returned within eight (8) working hours following either the time authorized for the repair in the flat rate manual or the time agreed to for services that are not listed in the flat rate manual. Contractor's workday, for the purpose of delivery time, is (8) hours per day, Monday through Friday, excluding legal and federal or state holidays. If, after repair order is written, delivery time required for repairs or services is longer than that on which the award is based because of the non-availability of required parts, the contractor must request and obtain an authorized extension of time from the ordering department. However, the ordering department has the right to have the work done elsewhere in lieu of authorizing an extension of time.
- 2.8. **Workmanship.** Contractor shall exercise reasonable skill, care and diligence in performance of its Services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at the time of performance. If Contractor fails to meet the foregoing standards, then Contractor shall perform, at its own cost and without reimbursement from the City, the professional services necessary to correct errors and omissions which are caused by Contractor's failure to comply with this standard.
- 2.9. **Documentation of Work Performed.** Contractor shall prepare an individual vehicle-itemized shop repair ticket upon completion of each repair or maintenance service. This ticket shall specify, in a legible manner:
- the type of service or repairs performed;
 - a listing of all parts, materials, supplies and components installed or used;
 - City Vehicle Number; and
 - the number of hours of each classification of labor used in the repair or service performed.

The ticket shall be priced out giving:

- the price of parts and/or materials less discounts offered in the bid;
- labor charges at hourly rates offered in the bid;
- flat rate charges;
- sublet items, etc, if the information is available at the time of completion of repairs.

At the time the vehicle or equipment is accepted and picked up, the shop ticket must be signed by the City's representative and copy presented to the representative for the City's records. The ticket must clearly show the appropriate city purchase order number.

- 2.10. **Inspection.** Final inspection and acceptance by the City shall be made at the destination designated in the repair order. Final inspection and acceptance at destination does not preclude the City's right to inspect completed work prior to shipment from the Contractor's facility nor does it waive any rights as outlined in these specifications.
- 2.11. **Warranty.** Notwithstanding inspection and acceptance by the City or any provisions concerning the conclusiveness thereof, the contractor guarantees and warrants that all material furnished and all services performed under this contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a minimum period of 180 days or 4000 miles, whichever occurs first (or longer period if stated in the Contractor's Bid Response). The contractor shall remedy all such defects at his own expense within one workday after notification by the ordering agency. Should a warranty for a new or rebuilt assembly or subassembly offered by a manufacturer or re-manufacturer be longer than that stated above or in the Contractor's Bid Response, the manufacturer's or re-manufacturer's warranty shall apply for such longer period.

The City shall give written notice of such defects or nonconformance to the contractor. Such notice shall state that either (a) the contractor shall correct any defective or nonconforming materials or services, or (b) the City does not require correction. If contractor is required to correct or re-perform, it shall be at no cost to the City, and any materials or services corrected or re-performed by the contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If City does not require correction or re-performance, the Purchasing Agent shall make the equitable adjustment in the contract price.

- 2.12. **Billing and Payment.** All invoices shall be LEGIBLE and submitted to:

AccountsPayable@como.gov

or

City of Columbia
Finance/Accounts Payable Division
PO Box 7236
Columbia, Mo 65205

All invoices must include the following minimum information:

- a) City Department & Purchase Order Number;
- b) Vehicle or equipment make/model, as applicable, license number, current mileage and/or hours;

- c) Itemized shop repair ticket and number;
- d) Date of Service;
- e) Total charges for labor to include total hours, priced separately for each job step;
- f) Total charges for parts, priced separately for each job step.

City of Columbia will generally pay within thirty (30) days of approval of invoice. The failure to provide complete information may result in delay of payment.

3. TERM AND TERMINATION

3.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.

3.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within fifteen (15) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

3.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice.

4. INSURANCE

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or

obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

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

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

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

D. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain.

F. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

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

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

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

5. **MISCELLANEOUS**

5.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, 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 Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts 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 City from its own negligence.

5.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

5.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

5.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 5.5 **Subcontracting.** Contractor may subcontract for services to be performed with prior approval of the City Purchasing Agent. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is the lesser.
- 5.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 5.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

<p>IF TO CITY: City of Columbia, MO Finance Department ATTN: Purchasing Agent P.O. Box 6015 Columbia, MO 65205 – 6015</p>	<p>IF TO CONTRACTOR: Bob McCosh Chevrolet Buick GMC Cadillac Attn: Mike Mountjoy #1 Business Loop 70 East Columbia MO 65203</p>
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Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 5.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 5.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and

signed by a duly authorized officer or representative of the applicable Party or Parties.

- 5.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's RFQ
- B Contractor's Response

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- 5.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: 
Cale Turner, Purchasing Agent

DATE: 2-11-19

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor/jm 

This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with certification made at that time within the amounts previously budgeted.


Janet Frazier, Interim Director of Finance

CONTRACTOR: Bob McCosh Chevrolet Buick GMC Cadillac, Inc.

BY: 

PRINTED NAME: Bob McCosh

TITLE: PRES

DATE: 1/8/19

ATTEST: 
BY: 
TITLE: Service Manager

EXHIBIT A

REQUEST FOR QUOTATION
39/2019 –FLEET MAINTENANCE TERM AND SUPPLY
FOR THE
CITY OF COLUMBIA, MISSOURI



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

MIKE GUILFORD
FLEET OPERATIONS MANAGER
PUBLIC WORKS

SHAWNA VICTOR
PROCUREMENT OFFICER
(573) 874-7374
shawna.victor@como.gov

Request For Quotation No. 39/2019
Closing Date: 2:00 p.m. CST, Thursday, December 20, 2018 2:00 p.m.

1. INTRODUCTION

1.1 PURPOSE

The City of Columbia seeks bids from qualified bidders to provide fleet maintenance.

2. BIDDER INSTRUCTIONS / EVALUATION AND AWARD

2.1 INSTRUCTIONS

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

Bidders shall complete Exhibit A (W-9 form) and submit this document with their bid response.

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

2.2 EVALUATION AND AWARD

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

Original Equipment Manufacturer (OEM): Awards will be made for each OEM certified repair facility to provide repairs and services for vehicles and equipment by type of manufacturer. However, where multiple OEM certified vendors respond, each bid response will be evaluated using the criteria listed in the following "Services" paragraph.

Services: After consideration of all applicable parts, discounts, mileage charges, labor rates, flat rate service charges (where applicable), and quality of vendor's facility and personnel, this bid will be awarded to the responsive firm(s) deemed most responsible, offering lowest net prices to the City for each type of service quoted.

Multiple Awards: The City, in order to insure adequate service and parts coverage for all its equipment, reserves the right to make multiple awards for each service area, OEM, or after-market brand quoted, with primary contracts going to the firm(s) meeting the requirements described in the "Services" paragraph above. Secondary and tertiary contracts would go to the second and third lowest bid.

3. GENERAL REQUIREMENTS

3.1 TERMS AND CONDITIONS

Bidder agrees to accept the attached Terms & Conditions.

3.2 RENEWAL OPTIONS

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

This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.

3.3 SAMPLE CONTRACT

Bidder shall review Attachment 1 Sample Contract for all terms and conditions.

3.4 PRICING

The price entered for each item shown in the bid document (excluding discount line items) shall be the price the City is expected to pay. All discounts must be applied to the pricing quoted. No further computations will be required to compare pricing provided by bidders.

3.5 SERVICE CHARGE

The Bidder will state whether charges for work performed at City facilities, as listed in Section 4.6 of this document, is a flat rate charge or price per mile charge.

3.6 EMERGENCY ROAD SERVICE

Bidder must state if emergency road service is provided. If yes, indicate maximum expected response time from service call.

3.7 SHOP EQUIPMENT

Bidder must state if the necessary computerized analysis equipment is on site as required by the OEM manufacture to perform the required services on the respective vehicles/equipment.

3.8 CONTACTS

Provide name, phone number, fax (if available), and e-mail address for the following:

- Parts Manager Contact
- Service Manager Contact
- Billing Contact

3.9 FTA REQUIREMENTS

Bidder shall agree to comply with the attached FTA requirements in Attachment 2. Bidder must initial for acknowledgement and acceptance of requirements at the end of Attachment 2.

4. SCOPE OF WORK

The City of Columbia has approximately 1,600 vehicles, pieces of equipment, and trailers of various manufacturers, which require the service of private firms to provide maintenance and repair services, on an as-needed basis. The various makes/models/types/years of vehicles and equipment to be covered under this contract are listed herein.

4.1 DEFINITIONS

For the purposes of this specification and any subsequent contract(s) the following definitions will apply:

- Preventative Maintenance Service shall be defined as routine, scheduled maintenance performed based on miles, hours, or days accrued by the vehicle/equipment. Included in routine maintenance are such tasks as changing oil, fluids, and filters as well as lubrication and adjustments as necessary to meet the requirements of the manufacturer and requirements of the City. The City has prepared preventative maintenance checklists that must be used and completed for each preventative maintenance, scheduled maintenance, etc.
- Repair Services shall be defined as the maintenance or repair, including necessary parts, of City owned, leased, or maintained equipment by the contractor's personnel either at the contractor's repair facility or in the field to put into good or sound condition after damage or the effects of wear and tear, to include, but not limited to, preventative maintenance, scheduled maintenance, etc.
- Overhaul shall be defined, for purposes of this contract and warranties, as the complete rebuilding or re-manufacturing of a part, component, system or unit of equipment using all new, rebuilt, remanufactured components or parts, as may be recommended by the original equipment manufacturer (OEM). When overhauled, a piece of equipment should for intents and purposes, meet or exceed the minimums OEM specifications.
- List Price shall be defined as the manufacturer's published price in the manufacturer's latest national standard printed price list and so recognized by the trade.

4.2 PARTS, GENERAL INFORMATION

The price quoted shall be in the form of a discount from "list price".

4.3 TYPES OF SERVICE

The following is a partial listing, in alphabetical order, of the various types of repair and maintenance service the City may require from its vendors under the terms of these specifications:

- Air conditioning repairs
- Brake repairs
- Building driveshafts/driveshaft balancing
- Cutting/welding/custom fabrication
- Drive train and differential repairs
- Electrical system repairs
- Engine tune up/overhaul
- Front end alignments
- Frame repair
- Hydraulic repairs
- Liftgate repairs and replacement
- Lubrication
- Towing
- Transmission repair

Bidder shall list all types of repair service that will be furnished to the City under the terms and conditions.

4.4 PRIORITY BASIS FOR SERVICE AND PARTS

Maintenance and repair services will be ordered on the following priority basis:

- Services: The City, in allocating repairs, will first contact the primary contract for the particular type, make/model of equipment requiring service or for the particular repair service required; if the primary contractor is unable to carry out the repairs in the time allocated due to a present backlog or workload, the City may contact the secondary contractor, the tertiary contractor, etc.
- Other factors that may be considered by the City in assigning each individual repair:
 - o Vendor's past performance during similar repairs on similar equipment.
 - o Vendor's expertise and knowledge of the equipment being repaired or type of repair
 - o Location of the City's equipment in relation to the vendor's repair facility. If a situation should arise where the City can actually save money overall, due to the administrative or transportation costs or repair costs, by sending the equipment to be repaired to a secondary or tertiary vendor in lieu of the primary vendor, the City reserves the right to do so.

4.5 LISTING OF EQUIPMENT

The following is a partial listing of the manufactures of equipment to be serviced under the terms of the bid:

- Allison Transmission
- Caterpillar
- Crane Carrier Corp

- Cummins
- Detroit Diesel
- Dodge/Chrysler
- Eldorado Bus
- Ford
- General Motors/Chevrolet
- Gillig Bus
- Hyundai
- International
- John Deere
- Mack
- New Flyer Bus
- Peterbilt
- Sutphen Fire Apparatus
- Terex
- Toyota
- Volvo

4.6 LOCATIONS

Contractor(s) under these specific conditions, depending on their original individual offers, may be required to pick up for service or repair, service or repair on-site, or at contractor's facility the various vehicles or equipment located at the following facilities

- Grissum Building
1313 Lakeview Ave
- Waste Water Treatment Plant
4900 W Gillespie Bridge Rd
- Water and Light Distribution
1514 Business Loop 70 East
- Parks Management Center
1507 Business Loop 70 West
- Columbia Sanitary Landfill
5700 Peabody Rd
- Columbia Regional Airport
11300 South Airport Rd
- Water Treatment Plant
6851 West Route K

4.7 SHOP TICKETS

The contractor shall prepare an individual vehicle-itemized shop repair ticket upon completion of each repair or maintenance service. This ticket shall specify, in a legible manner, the type of service or repairs performed; a listing of all parts, materials, supplies, and components installed or used; City vehicle number; and the number of hours of each classification of labor used in the repair or service performed. The ticket shall be priced out giving the price of parts and/or materials less discounts offered in the bid, labor charges at hourly rates offered in the bid; flat rate charges; sublet items, etc., if the information is available at the item of the completion of repairs.

At the time the vehicle or equipment is accepted and picked up, the shop ticket must be signed by the City's representative and copy presented to the representative for the City's records. The ticket must clearly show the appropriate city purchase order number.

The contractor agrees to maintain detailed, complete, accurate, and legible records to document compliance with this contract, and to make records available for examination by authorized representation for a period not to exceed five (5) years.

4.8 INSPECTION

Final inspection and acceptance by the City shall be made at destination as designated by repair order. Every unsatisfactory delivery will be reported in writing to the Contractor. However, final inspection and acceptance at destination does not preclude the City's right to inspect completed work prior to shipment from the contractor's facility nor does it waive any rights as outlined in these specifications.

4.9 PICK UP AND DELIVERY

The City reserves the right to require the vehicles to be picked up by the contract within three (3) working hours after a written or oral order is received by the contractor.

The City reserves the right to required repaired vehicles be delivered to the ordering department/division within the prescribed time below:

Issuance of Repair Order: At the time of pick up and/or delivery, the City representative will give the contractor a repair order listing the vehicle service(s) to be accomplished and the agreed delivery time for return of the vehicle by the contractor. If requested, the vendor must provide an estimate on the cost and time to complete the service(s). The maximum price shown on the repair order will not be exceeded without prior approval of the City, in which event the repair order will be modified accordingly. Such approval will be given only when something new or additional is determined by the City to be necessary during the progress of the work being done. No verbal order or change to an existing written order shall be accepted by the contractor unless such instructions are immediately written by the contract on their standard shop order form.

Delivery time: After receipt of the vehicle by the contractor, the City requires that the service(s) be completed and returned within eight (8) working hours following the time authorized for the repair in the flat rate manual or time agreed to for services that are not listed in the flat rate manual. Contractor’s workday, for the purpose of delivery time, is eight (8) hours per day, Monday through Friday, excluding legal and federal or state holidays.

If, after the repair order is written, delivery time required for repair or services is longer than that on which the award is based because of the non-availability of required parts, the contractor must request an extension of time. However, the ordering office has the right to have the work done elsewhere in lieu of authorizing an extension of time.

4.10 HOURS OF OPERATION

Bidder must provide weekday and weekend hours of operation.

PRICING PAGE

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

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
1	LABOR CHARGES, PER HOUR	
1.1	Labor in shop	
1.2	Labor in field	
1.3	Overtime labor in shop	
1.4	Overtime labor in field	
1.5	Minimum labor charge	
2	Percent discount for parts	

3	Service Charge for work performed at City facilities (price per Section 3.5)	
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COOPERATIVE CONTRACT PRICING

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

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

YES____ NO____

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

BIDDERS SIGNATURE:

FIRM: _____

INDIVIDUAL: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

Privacy Act Notice

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

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

**TERM & SUPPLY CONTRACT FOR
FLEET MAINTENANCE SERVICES**
Between

And
CITY OF COLUMBIA, MISSOURI

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and _____ (hereinafter "Contractor"), a _____ with the authority to transact business within the State of Missouri and whose address is _____, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for fleet maintenance services of certain City-owned vehicles and equipment on a term and supply basis, with separate awards made for the vehicles and equipment of each original equipment manufacturer;

WHEREAS, Contractor submitted a proposal and pricing response to meet City's needs for such services; and

WHEREAS, City and Contractor wish to enter into an agreement to provide, services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) "*Contractor Pricing*" shall mean the price that Contractor agrees to accept as compensation for the work as set forth in Contractor's Proposal and Pricing Response (hereinafter "Contractor's Bid Response"), attached hereto as **Exhibit B** and made a part of this Agreement, or as modified from year to year as indicated in Paragraph 2.2.

(b) "*Services*" shall mean the timely completion of repair and maintenance services as directed by the City, details of which are further described in the City's Request for Quotation (hereinafter "City's RFQ"), attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving a repair order from the City in writing and to perform the Services in a good and workmanlike manner.
- 2.2. **Pricing.** For the initial year of this Agreement, both parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit B**. After the first year, Contractor reserves the right to update the Contractor Pricing prior to each term of the Agreement and that price will be fixed for the duration of that term of the Agreement. Notwithstanding the prices quoted in the contractor's Bid Response, the City shall receive the lowest rate contractor charges the general public or what other commercial contracts receive if that rate is lower than the price as determined by the vendor's bid response or updated Contractor Pricing.
- 2.3. **Labor Time.** The Chilton or Mitchell labor manual will be used to determine repair time. When work performed is covered by the Chilton/Mitchell manual specified by the Contractor on the Bid Response, contractor shall charge for labor an amount equal to the contract hourly rate multiplied by the number of hours shown on the applicable published flat rate/time schedule for such repairs in effect on the date such repairs were performed.

For services not specifically covered by the Chilton/Mitchell flat rate manuals, or in those cases where a multiple of services covered by the flat rate manual are combined at the request of the City, an estimate for the number of hours required to perform the service shall be supplied by the contractor at the time the covered vehicles are brought into the contractor's shop or inspected at a City facility. If approved by the city, this estimate shall become the ceiling as to the maximum number of hours to be charged for labor under the contract for that repair order. Time allowance for such work shall be the actual hours of productive labor necessary to complete the job, but not to exceed the ceiling. If the ceiling offered by the contractor is deemed to be unreasonable by the City, or otherwise subject to question based on cost experience and estimates of prevailing costs of such work, the City retains the right to procure the services on the open market, subject to approval by the Purchasing Agent. Contractor shall maintain individual daily job tickets and/or employee work records for work performed under this contract which are not covered by applicable labor manual. Individual daily job tickets and/or employee work records shall be legible and prepared in ink and shall include, at least, the following:

- a) Name of Employee
- b) Date/Time when work was performed
- c) Job number

- d) Number of direct hours of work performed
- e) Signature of employee

For any work requested by the City, if the contractor discovers additional items than should be repaired or replaced, contractor must receive approval from the ordering agency prior to doing the work. For any work requested by the City, if the contractor discovers that any part of the work ordered does not need to be performed, he shall inform the ordering agency and receive instructions prior to proceeding.

- 2.4. **Parts.** Contractor charges for parts shall be calculated based on the manufacturer's published price in the manufacturer's latest national standard printed price list and so recognized by the trade. The manufacturer's list price shall be discounted by the discount amount listed in Contractor's Response, attached hereto as **Exhibit B**. Industry-wide price increases, as reflected in newly published manufacturer's price listings, will be honored; however, percentage discounts offered will not be subject to adjustment. The City reserves the right to request from each bidder prior to the award of any contract, a copy of the manufacturer's current genuine parts price list for items quoted. The vendor(s) for each manufacturer's equipment, parts or supplies will be required to provide at least one copy of such price list(s), and all subsequent revisions hereto, during the contract period. The City must receive changes to price lists at least five (5) working days prior to the increased price list becoming effective to the City. No increase will be retroactive. Orders placed with the vendor for parts or materials prior to the City receipt of required price changes will be honored.
- 2.5. **Pick-Up and Delivery.** The City may require vehicles to be picked up by the contractor within three (3) working hours after a written or oral order is received by the contractor.
- 2.6. **Issuance of Repair Order.** At the time of pick-up and/or delivery, the City representative will give the contractor a repair order listing the vehicle services to be accomplished and the agreed delivery time for the return of the vehicle by the contractor. If requested, the vendor must provide an estimate on the cost and time to complete repair. The maximum price shown on the repair order will not be exceeded without prior approval of the City, in which event the repair order will be modified accordingly. Such approval will be given only when something new or additional is determined by the City to be necessary during the progress of the work being done. No verbal order or change to an existing written order shall be accepted by the Contractor unless such instructions are immediately written by the contractor on his standard shop order form.
- 2.7. **Delivery Time.** After receipt of the vehicle by the contractor, the City requires that the vehicle be repaired and returned within eight (8) working

hours following either the time authorized for the repair in the flat rate manual or the time agreed to for services that are not listed in the flat rate manual. Contractor's workday, for the purpose of delivery time, is (8) hours per day, Monday through Friday, excluding legal and federal or state holidays. If, after repair order is written, delivery time required for repairs or services is longer than that on which the award is based because of the non-availability of required parts, the contractor must request and obtain an authorized extension of time from the ordering department. However, the ordering department has the right to have the work done elsewhere in lieu of authorizing an extension of time.

2.8. **Workmanship.** Contractor shall exercise reasonable skill, care and diligence in performance of its Services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at the time of performance. If Contractor fails to meet the foregoing standards, then Contractor shall perform, at its own cost and without reimbursement from the City, the professional services necessary to correct errors and omissions which are caused by Contractor's failure to comply with this standard.

2.9. **Documentation of Work Performed.** Contractor shall prepare an individual vehicle-itemized shop repair ticket upon completion of each repair or maintenance service. This ticket shall specify, in a legible manner:

- the type of service or repairs performed;
- a listing of all parts, materials, supplies and components installed or used;
- City Vehicle Number; and
- the number of hours of each classification of labor used in the repair or service performed.

The ticket shall be priced out giving:

- the price of parts and/or materials less discounts offered in the bid;
- labor charges at hourly rates offered in the bid;
- flat rate charges;
- sublet items, etc, if the information is available at the time of completion of repairs.

At the time the vehicle or equipment is accepted and picked up, the shop ticket must be signed by the City's representative and copy presented to the representative for the City's records. The ticket must clearly show the appropriate city purchase order number.

2.10. **Inspection.** Final inspection and acceptance by the City shall be made at the destination designated in the repair order. Final inspection and

acceptance at destination does not preclude the City's right to inspect completed work prior to shipment from the Contractor's facility nor does it waive any rights as outlined in these specifications.

- 2.11. **Warranty.** Notwithstanding inspection and acceptance by the City or any provisions concerning the conclusiveness thereof, the contractor guarantees and warrants that all material furnished and all services performed under this contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a minimum period of 180 days or 4000 miles, whichever occurs first (or longer period if stated in the Contractor's Bid Response). The contractor shall remedy all such defects at his own expense within one workday after notification by the ordering agency. Should a warranty for a new or rebuilt assembly or subassembly offered by a manufacturer or re-manufacturer be longer than that stated above or in the Contractor's Bid Response, the manufacturer's or re-manufacturer's warranty shall apply for such longer period.

The City shall give written notice of such defects or nonconformance to the contractor. Such notice shall state that either (a) the contractor shall correct any defective or nonconforming materials or services, or (b) the City does not require correction. If contractor is required to correct or re-perform, it shall be at no cost to the City, and any materials or services corrected or re-performed by the contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If City does not require correction or re-performance, the Purchasing Agent shall make the equitable adjustment in the contract price.

- 2.12. **Billing and Payment.** All invoices shall be LEGIBLE and submitted to:

AccountsPayable@como.gov

or

City of Columbia
Finance/Accounts Payable Division
PO Box 7236
Columbia, Mo 65205

All invoices must include the following minimum information:

- a) City Department & Purchase Order Number;
- b) Vehicle or equipment make/model, as applicable, license number, current mileage and/or hours;
- c) Itemized shop repair ticket and number;

- d) Date of Service;
- e) Total charges for labor to include total hours, priced separately for each job step;
- f) Total charges for parts, priced separately for each job step.

City of Columbia will generally pay within thirty (30) days of approval of invoice. The failure to provide complete information may result in delay of payment.

3. TERM AND TERMINATION

- 3.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 3.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within fifteen (15) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
- 3.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice.

4. INSURANCE

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

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

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

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

D. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain.

F. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

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

H. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep

in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

5. MISCELLANEOUS

- 5.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, 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 Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts 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 City from its own negligence.
- 5.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 5.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 5.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted

services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

5.5 **Subcontracting.** Contractor may subcontract for services to be performed with prior approval of the City Purchasing Agent. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is the lesser.

5.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.

5.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

5.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

5.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- 5.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's RFQ
- B Contractor's Response

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- 5.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Cale Turner, Purchasing Agent

DATE: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CONTRACTOR: _____

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

SAMPLE

FTA Requirements

Reference FTA Master Agreement FY2017

Section 3.l

No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that: (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4.f

False or Fraudulent Statements or Claims. (1) Civil Fraud. The Recipient acknowledges and agrees that: (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31. (b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government. (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information. (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, 17 FTA Master Agreement MA(23), 10-1-2016 assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Section 9.c

Access to Recipient and Third Party Participant Records. The Recipient agrees and assures that each Subrecipient, if any, will agree to: (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients, (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the 34 FTA Master Agreement MA(23), 10-1-2016 Recipient or Third Party Participant

within books, records, accounts, or other locations, and (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

Section 3.j

Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement. (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as a: (a) Change in federal requirements or guidance, (b) Change in state, territorial, local, or tribal requirements, (c) Change in the Recipient's circumstances, including: 1 Its legal, financial, technical, or managerial capacity, 2 Its continuing control of Project property, or 3 Another similar situation, and (d) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or credible evidence that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities. (2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement, (b) FTA Headquarters Manager that administers the Underlying Agreement, or (c) FTA Chief Counsel.

Section 12.c

Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination on the basis of race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

Section 12.d

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance

with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any 37 FTA Master Agreement MA(23), 10-1-2016 later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement, (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Section 12.h

Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA(23), 10-1-2016 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations and guidance, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part

27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16.a

Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees: (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, (2) To comply with the applicable U.S. DOT Common Rules, and (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Section 26.j

Energy Conservation. The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Section 11.

Right of the Federal Government to Terminate. a. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) The Recipient has failed to make reasonable progress implementing the Award, (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement. b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal

assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date. c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Section 4.b

Debarment and Suspension. The Recipient agrees to the following: (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by: (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, (b) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, (c) Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants. (3) It will review the U.S. GSA "System for Award Management - Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200. (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (a) Complies with federal debarment and suspension requirements, and (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. (5) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement, (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or (c) FTA Chief Counsel.

Section 24.a.3

"Anti-Kickback" Prohibitions of: (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.

Section 12.e.3

Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

Section 24.d

Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions. (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions. (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to 59 FTA Master Agreement MA(23), 10-1-2016 any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 12.e

Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 38 FTA Master Agreement MA(23), 10-1-2016 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 39 FTA Master Agreement MA(23), 10-1-2016 3 Failure by the

Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

Section 2.a.8

Cooperative Agreement means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts: (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA's electronic award management system; (b) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, 1 The most recent "Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement, <http://www.transit.dot.gov>, 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and 3 Any Award notification containing special conditions or requirements if issued, and (c) The Execution of the Cooperative Agreement by the Recipient

Section 16.d.10 EPA

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and 46 FTA Master Agreement MA(23), 10-1-2016 establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Initials _____
Date _____

EXHIBIT B

FTA Requirements

Reference FTA Master Agreement FY2017

Section 3.l

No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that: (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4.f

False or Fraudulent Statements or Claims. (1) Civil Fraud. The Recipient acknowledges and agrees that: (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31. (b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government. (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information. (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, 17 FTA Master Agreement MA(23), 10-1-2016 assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Section 9.c

Access to Recipient and Third Party Participant Records. The Recipient agrees and assures that each Subrecipient, if any, will agree to: (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients, (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the 34 FTA Master Agreement MA(23), 10-1-2016 Recipient or Third Party Participant

within books, records, accounts, or other locations, and (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

Section 3.j

Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement. (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as a: (a) Change in federal requirements or guidance, (b) Change in state, territorial, local, or tribal requirements, (c) Change in the Recipient's circumstances, including: 1 Its legal, financial, technical, or managerial capacity, 2 Its continuing control of Project property, or 3 Another similar situation, and (d) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or credible evidence that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities. (2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement, (b) FTA Headquarters Manager that administers the Underlying Agreement, or (c) FTA Chief Counsel.

Section 12.c

Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination on the basis of race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

Section 12.d

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance

with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any 37 FTA Master Agreement MA(23), 10-1-2016 later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement, (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Section 12.h

Nondiscrimination on the Basis of Disability: The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA(23), 10-1-2016 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations and guidance, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part

27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16.a

Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees: (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, (2) To comply with the applicable U.S. DOT Common Rules, and (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Section 26.j

Energy Conservation. The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Section 11.

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assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date. c. Expiration of the Period of Performance: Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Section 4.b

Debarment and Suspension. The Recipient agrees to the following: (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by: (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, (b) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, (c) Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants. (3) It will review the U.S. GSA "System for Award Management - Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200. (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (a) Complies with federal debarment and suspension requirements, and (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement, (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or (c) FTA Chief Counsel.

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Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

Section 24.d

Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions. (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions. (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to 59 FTA Master Agreement MA(23), 10-1-2016 any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 12.e

Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 38 FTA Master Agreement MA(23), 10-1-2016 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 39 FTA Master Agreement MA(23), 10-1-2016 3 Failure by the

Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

Section 2.a.8

Cooperative Agreement means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts: (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA's electronic award management system; (b) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, 1 The most recent "Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement, <http://www.transit.dot.gov>, 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and 3 Any Award notification containing special conditions or requirements if issued, and (c) The Execution of the Cooperative Agreement by the Recipient.

Section 16.d.10 EPA

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and 46 FTA Master Agreement MA(23), 10-1-2016 establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Initials MSM

Date 12-27-18

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

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

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

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

RFQ: 39/2019
Addendum No.1
Released: 12/10/2018



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFQ #2/2019 HYDRAULIC HOSES AND FITTINGS

Bidders shall note the following information in regard to the above Request for Quotation and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid response.

The following information shall be referred to as part of the bid response/Contract Documents.

Line 3 on Pricing Page "Service Charge for work performed at City facilities (price per Section 3.5)".

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 have been incorporated in their quotation and are a part of Request for Quotation No. 39/2019. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm Bob McCook Chevrolet Buick GMC Cadillac, Inc. Date 12.27.18

Signed 



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
06/05/2018

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).

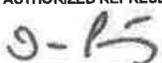
PRODUCER Ally Risk Services Inc 500 Woodward Ave Detroit, MI 48226	CONTACT NAME: Dealer Products														
	PHONE (A/C, No, Ext): 800-729-4622 Option #4 FAX (A/C, No): 866-955-6665 E-MAIL ADDRESS: certificates@ally.com														
<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Harco National Insurance Company</td> <td>26433</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Harco National Insurance Company	26433	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED BOB MCCOSH CHEVROLET BUICK GMC CADILLAC 1 BUSINESS LOOP 70 E COLUMBIA, MO 65203															

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS <input checked="" type="checkbox"/> Any Auto		CPP0006969-01	05/01/2018	05/01/2019	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 5,000,000
A	GARAGE KEEPERS LIABILITY <input checked="" type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS		CPP0006969-01	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> COMP / OTC <input type="checkbox"/> LOC \$ 1,500,000 <input type="checkbox"/> SPECIFIED PERILS <input type="checkbox"/> LOC \$ <input checked="" type="checkbox"/> COLLISION <input type="checkbox"/> LOC \$ 1,500,000 <input type="checkbox"/> LOC \$
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Included in Garage Liability			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<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 type="checkbox"/> RETENTION \$		BU0006969-01	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 30,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 GENERAL LIABILITY IS INCLUDED IN GARAGE LIABILITY. A 30 DAY NOTICE OF CANCELLATION APPLIES EXCEPT IN THE EVENT OF NON-PAYMENT IN WHICH A 10 DAY NOTICE APPLIES. CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF COLUMBIA 701 E BROADWAY 5TH FLOOR COLUMBIA, MO 65201	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 
---	---

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

2nd

day of

July

2019

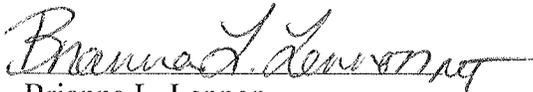
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MoDot Contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles with Shawnee Mission Ford of Shawnee, Kansas for the purchase of one (1) 2019 Ford Ranger Crew Cab 4X4 truck for the Resource Management Department, as well as the disposal of one (1) 2011 Chevrolet Equinox, fixed asset tag 17648.

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 and Disposal Form.

Done this 2nd day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 2, 2019
RE: Cooperative Contract IFB605CO19000723 (MoDOT)

Purchasing requests permission to use contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles established by the State of Missouri Department of Transportation with Shawnee Mission Ford of Shawnee, Kansas as a cooperative contract. The Resource Management Office wishes to purchase one (1) 2019 Ford Ranger Crew Cab 4X4 truck details as follows:

Item – Base Item B	MoDOT Contract Price – from MoDOT Contract IFB605COO19000723	MSRP	MoDOT Contract Discount for Options: 5%	Boone County Price
2019 Ford Ranger Crew Cab 4X2	\$22,732.00	-----	-----	\$22,732.00
4X4 Upgrade	\$2,733.00	-----	-----	\$2,733.00
Option 1: Power Adjustable Folding Mirrors		\$355.00	\$337.25	\$337.25
Option 2: Rear Defrost		\$225.00	\$213.75	\$213.75
Option 3: Towing Package		\$495.00	\$470.25	\$470.25
Option 4: Hard Tri-Fold Lockable Tonneau Cover		\$995.00	\$945.25	\$945.25

Option 5: Full Size Spare Tire		No Charge	No Charge	No Charge
Option 4: Automatic Locking Rear Differential		\$420.00	\$399.00	\$399.00
Option 5: Bluetooth Connectivity		No Charge	No Charge	No Charge
Firm, Fixed Total Price				\$27,830.50

The contract runs through Model Year 2019 with two (2) renewal options available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 60,000-miles on the power train.

The total purchase price is \$27,830.50, and it will be paid from Department 2045, Resource Management, Design & Construction - Account 92400, Replacement Autos and Trucks.

The Purchasing Department requests permission to dispose/transfer of the following surplus:

- (1) Disposal: 2011 Chevrolet Equinox, fixed asset tag 17648.

The Disposal Form is attached for signature.

Note: Because of character limitations in the AS400 system, this contract will be numbered Boone County Contract Number *IFB605CO1900723*.

/lp

c: Kelle Westcott
Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property

RECEIVED

Complete, sign, and return to Auditor's Office

JUN 21 2019

Date: 6/20/2019

Fixed Asset Tag Number: 17648

BOONE COUNTY AUDITOR

Description of Asset: Chevrolet Equinox

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

Other Information (Serial number, etc.): VIN: 2CNFLEEC1B6390999

Condition of Asset: After accident of June 6, 2019 vehicle considered a total loss by insurance company

Reason for Disposition: No longer drivable

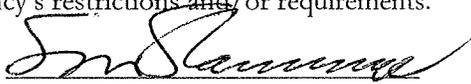
Location of Asset and Desired Date for Removal to Storage: Already @ salvage yard selected by insurance

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 2045-RM Design & Construction

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 4-5-11

G/L Account for Proceeds 2040-3946 HA

Original Acquisition Amount \$21,765.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

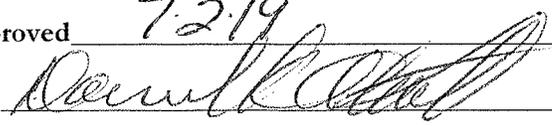
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 280-2019

Date Approved 7-2-19

Signature 

**PURCHASE AGREEMENT
FOR
2019 FORD RANGER CREW CAB 4X4 TRUCK
FOR THE RESOURCE MANAGEMENT DEPARTMENT**

2nd July

THIS AGREEMENT dated the _____ day of _____ 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shawnee Mission Ford**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **one (1) 2019 Ford Ranger Crew Cab 4X4 truck** per the **quotation from Mr. Jay Cooper dated June 19, 2019** pursuant to the **Missouri Department of Transportation Contract IFB605CO19000723 for Light Duty Vehicles**, including any addendums, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **IFB605CO19000723** and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response. **(NOTE: Because of AS400 character limitations, the Boone County Contract Number will be referred to as IFB605CO1900723.)**

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **one (1) 2019 Ford Ranger Crew Cab 4X4 truck** as follows:

Item – Base Item B	MoDOT Contract Price – from MoDOT Contract IFB605COO19000723	MSRP	MoDOT Contract Discount for Options: 5%	Boone County Price
2019 Ford Ranger Crew Cab 4X2	\$22,732.00	----- -----	----- -----	\$22,732.00
4X4 Upgrade	\$2,733.00	----- -----	----- -----	\$2,733.00
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Option 4: Automatic Locking Rear Differential		\$420.00	\$399.00	\$399.00
Option 5: Bluetooth Connectivity		No Charge	No Charge	No Charge
Firm, Fixed Total Price				\$27,830.50

3. **Delivery** - Vendor agrees to deliver equipment as set forth in **IFB605CO19000723** within 90-120 calendar days after receipt of order. **There shall be no additional delivery charges.** Delivery shall be to Boone County Public Works, Attn: Greg Edington or Rickey Harvey, 5551 Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Kelle Westcott at 573-886-4480 to schedule the actual delivery date.

4. **Warranty** – Vendor shall provide the manufacturer standard warranty of three (3) years/36,000 miles bumper-to-bumper with warranty coverage on the powertrain of five (5) years/60,000 miles to commence upon the County’s acceptance.

5. **Title** – Title each vehicle in the name of **Boone County Resource Management**; and send Title to this address: 613 E. Ash Street, Room 109, Columbia, MO 65201.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management 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 (30) calendar days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **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.

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

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

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

SHAWNEE MISSION FORD

BOONE COUNTY, MISSOURI

DocuSigned by:
 by Jay Cooper
 title Government Fleet Sales

by: Boone County Commission
 DocuSigned by:
Dennis K. Stal
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
G. J. Johnson
 County Counselor

DocuSigned by:
Brianna L. Lennon by MT
 County Clerk

AUDITOR'S 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.)

2045/92400: \$27,830.50

DocuSigned by:  Signature E0D68ADB184244D...	6/24/2019	Date	Appropriation Account
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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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

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

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
 SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

19-Jun-19

Boone County

Item - Base Item B	MoDOT Contract Price - from MoDOT Contract IFB605C0019000723	MSRP	MoDOT Contract Discount for Options: 5%	Boone County Price
2019 Ford Ranger Crew Cab 4X2	\$22,732.00			\$22,732.00
4X4 Upgrade	\$2,733.00			\$2,733.00
Option 1: Power Adjustable Folding Mirrors		\$355.00	\$337.25	\$337.25
Option 2: Rear Defrost		\$225.00	\$213.75	\$213.75
Option 3: Towing Package		\$495.00	\$470.25	\$470.25
Option 4: Hard Tri-Fold Lockable Tonneau Cover		\$995.00	\$945.25	\$945.25
Option 5: Full Size Spare Tire		No Charge	No Charge	No Charge
Option 4: Automatic Locking Rear Differential		\$420.00	\$399.00	\$399.00
Option 5: Bluetooth Connectivity		No Charge	No Charge	No Charge
Firm, Fixed Total Price				\$27,830.50

Thank you for your time and interest.
 Sincerely,
 Jay Cooper
 Government Fleet Sales



BASE ITEM B - New standard equipped 2019 or newer Compact 4 X 2 Crew Cab

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:
Chevrolet Colorado / GMC Canyon

All units must contain the following options:

1. Standard minimum gasoline engine
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus compact spare wheel and tire
7. Vinyl/Rubber flooring
8. Manufacturer's Standard Bed Length
9. 4 wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Daytime running lights
12. Cloth seats
13. 2 sets of keys

NET DELIVERED PRICE.

Item Name	Item Code	Supplier Name	Intentional No Bid	Alternative	Manufacturer Name	Manufacturer Part Number	Item Unit	Cost Total	Additional Item Information	Axle Ratio	% of Discount off MSRP	Delivery Timeline	E-85 Compatible	Size/Horsepower
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Lou Fusz Chevrolet	N	**	CHEVROLET COLORADO	CREW	each	\$22,543.000000			2%	60-90 DAYS	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Don Brown Chevrolet Inc.	N	.	CHEVROLET COLORADO CREW CAB	12M43	each	\$22,689.000000			10%	80 DAYS FROM RECEIPT OF ORDER	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Shawnee F LLC	N	Ranger Crew Cab 4x2	Ford	R4E	each	\$22,732.000000			5%	90-120	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	PUTNAM CHEVROLET INC	N	*	CHEVROLET	COLORADO CREW	each	\$22,765.000000			10%	75	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Roberts Chevrolet Buick	N	N/A	Chevrolet Colorado	12M43	each	\$22,814.000000	Includes Remote Keyless Entry, back up Camera, bluetooth		10%	60-100	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Karl Chevrolet Inc.	N	NONE	CHEVROLET COLORADO	12M43	each	\$22,849.900000	3 year / 36,000 mile bumper to bumper 5 year / 100,000 mile powertrain		1%	60	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Lou Fusz Chevrolet	N	*	GMC CANYON	CREW	each	\$22,858.000000			2%	60-90 DAYS	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	BLUE SPRINGS FORD SALES INC	N	Ranger 4X2 Crew Cab	Ford	R4E 100A	each	\$22,617.000000			10%	90-120 days	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Joe Machens Ford Lincoln	N	Ranger Crew Cab 4X2	Ford	R4E	each	\$22,917.000000			5%	120-140 days sub to mfr & trans delays, sub to change	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	WK Chevrolet Inc	N	*	Chevy	Colorado	each	\$22,920.000000			8%	90 days	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Lou Fusz Ford	N	*	Ford	R4E	each	\$23,066.000000			2%	120	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Republic Ford	N	Ranger Crew Cab	Ford	R4E	each	\$23,416.000000			5%	120 days	No	
New standard equipped 2019 or Newer Compact 4 X 2 Crew Cab	LDB BB	Broadway Ford Truck Sales Inc	N	Accepted	Ford Ranger	R4E	each	\$23,917.000000			2%	90	No	
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Broadway Ford Truck Sales Inc	Y				each	\$0.000000						
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Republic Ford	Y				each	\$0.000000						
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Lou Fusz Ford	Y				each	\$0.000000						
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Joe Machens Ford Lincoln	Y				each	\$0.000000						
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Karl Chevrolet Inc.	N	NONE	CHEVROLET	LGZ	each	\$1,306.800000	This option is only for 2WD option. 4WD is standard with this engine in this model				No	3.6 LITER V-6 / 308 HP
OPTION 1: Alternate Larger Gas Engine	LDB OP1	BLUE SPRINGS FORD SALES INC	Y				each	\$0.000000						
OPTION 1: Alternate Larger Gas Engine	LDB OP1	WK Chevrolet Inc	N	*	na	na	each	\$1,315.000000					No	3.6L V-6
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Lou Fusz Chevrolet	N	*	CHEVROLET COLORADO	V6	each	\$1,351.000000					No	3.6/308
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Lou Fusz Chevrolet	N	V6	GMC	V6	each	\$1,355.000000					No	3.6/308
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Roberts Chevrolet Buick	N	N/A	Chevrolet	LGZ	each	\$1,356.000000					No	3.6L DI DOHC V6 VVT/308 HP
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Don Brown Chevrolet Inc.	N	DIESEL		12M43	each	\$1,360.000000					No	2.8L 4 CYL / 181HP
OPTION 1: Alternate Larger Gas Engine	LDB OP1	Don Brown Chevrolet Inc.	N			12M43	each	\$1,360.000000					No	3.6L V6 / 308HP
OPTION 1: Alternate Larger Gas Engine	LDB OP1	PUTNAM CHEVROLET INC	N	*	CHEVROLET	COLORADO CREW CAB	each	\$1,400.000000					No	3.6L V6/308HP
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Karl Chevrolet Inc.	N	NONE	CHEVROLET	RVS	set	\$596.000000	5 INCH RECTANGULAR BLACK ASSIST STEPS					
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Shawnee F LLC	N	Black Running Boards	Ford	18Y	set	\$603.000000						
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Republic Ford	N	*	Ford	*	set	\$603.000000						
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Roberts Chevrolet Buick	N	N/A	Chevrolet	RVS	set	\$607.500000	5" Black or Chrome Rectangular Steps					
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Lou Fusz Chevrolet	N	RUNNING BOARDS	GMC	BOARDS	set	\$615.000000						

OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Lou Fusz Chevrolet	N	**	CHEVROLET COLORADO	BOARDS	set	\$615.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Don Brown Chevrolet Inc.	N	.	FACTORY	12M43	set	\$633.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	BLUE SPRINGS FORD SALES INC	N	.	Ford		set	\$635.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Broadway Ford Truck Sales Inc	N	Accepted	Ford Ranger	18y	set	\$635.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Lou Fusz Ford	N	*	Ford	18Y	set	\$635.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	Joe Machens Ford Lincoln	N	*	Ford	18Y	set	\$635.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	WK Chevrolet Inc	N	*	na	na	set	\$695.000000		
OPTION 2: Two full-length factory cab steps or running boards	LDB OP2	PUTNAM CHEVROLET INC	N	*	CHEVROLET	COLORADO CREW	set	\$750.000000		
OPTION 3: Limited Slip Rear Axle	LDB OP3	Karl Chevrolet Inc.	N	NONE	CHEVROLET	G80	each	\$288.000000	LOCKING DIFFERENTIAL Requires Z82 trairling package when ordering V6 or Duramax Diesel.	4.1
OPTION 3: Limited Slip Rear Axle	LDB OP3	Roberts Chevrolet Buick	N	N/A	Chevrolet	G80	each	\$292.500000		
OPTION 3: Limited Slip Rear Axle	LDB OP3	Lou Fusz Chevrolet	N	**	CHEVROLET COLORADO	LOCKER	each	\$296.000000		4.10 W 4CYD / 3.42 W V6
OPTION 3: Limited Slip Rear Axle	LDB OP3	Lou Fusz Chevrolet	N	LOCKING REAR	GMC	LOCKER	each	\$296.000000		4.10 W 4CYD / 3.42 W V6
OPTION 3: Limited Slip Rear Axle	LDB OP3	Don Brown Chevrolet Inc.	N	.		12M43	each	\$298.000000		4.1
OPTION 3: Limited Slip Rear Axle	LDB OP3	PUTNAM CHEVROLET INC	N	.	CHEVROLET	COLORADO CREW CAB	each	\$300.000000		4.1
OPTION 3: Limited Slip Rear Axle	LDB OP3	WK Chevrolet Inc	N	*	na	na	each	\$315.000000	\$550 W/3.6L Includes Z82 Trailer package includes 3.42 Axle ratio Electronic Locking	4.1
OPTION 3: Limited Slip Rear Axle	LDB OP3	Republic Ford	N	*	Ford	*	each	\$399.000000		
OPTION 3: Limited Slip Rear Axle	LDB OP3	Shawnee F LLC	N	E-locking	Ford	X73	each	\$399.000000		
OPTION 3: Limited Slip Rear Axle	LDB OP3	BLUE SPRINGS FORD SALES INC	Y	.			each	\$0.000000		
OPTION 3: Limited Slip Rear Axle	LDB OP3	Broadway Ford Truck Sales Inc	N	Accepted	Ford	X73	each	\$420.000000		3.73
OPTION 3: Limited Slip Rear Axle	LDB OP3	Lou Fusz Ford	N	*	Ford	X73	each	\$420.000000		4.7
OPTION 3: Limited Slip Rear Axle	LDB OP3	Joe Machens Ford Lincoln	N	*	Ford	X73	each	\$420.000000		*
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Lou Fusz Ford	Y	.	Ford	R4F	each	\$0.000000		
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Republic Ford	N	*	Ford	R4F	each	\$2,573.000000		
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Shawnee F LLC	N	4x4	Ford	R4F	each	\$2,733.000000		
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Joe Machens Ford Lincoln	N	*	Ford	R4F	each	\$2,783.000000		
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Lou Fusz Ford	N	*	Ford	R4F	each	\$2,895.000000		
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Karl Chevrolet Inc.	N	NONE	CHEVROLET	4WT	each	\$4,610.000000	3.6 LITER V-6 and 8 speed Transmission BECOMES STANDARD WITH 4WT option, also includes Remote Keyless Entry	3.42
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Roberts Chevrolet Buick	N	N/A	Chevrolet	4WT	each	\$4,660.000000	This price includes the 3.6L V6.	3.42
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Don Brown Chevrolet Inc.	N	.		12M43	each	\$4,742.000000	INCLUDES V6	3.42 AXLE
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Lou Fusz Chevrolet	N	*	CHEVROLET COLORADO	4X4	each	\$4,760.000000		4.10 W 4 CYD / 3.42 W V6
OPTION 4: 4WD in lieu of 2WD	LDB OP4	PUTNAM CHEVROLET INC	N	*	CHEVROLET	COLORADO CREW CAB	each	\$4,900.000000		3.42
OPTION 4: 4WD in lieu of 2WD	LDB OP4	BLUE SPRINGS FORD SALES INC	N	*	Ford	R4F 100A	each	\$2,233.000000	TBD	
OPTION 4: 4WD in lieu of 2WD	LDB OP4	WK Chevrolet Inc	N	*	na	na	each	\$5,400.000000		3.42
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Lou Fusz Chevrolet	N	SLE 4X4	GMC	4X4	each	\$9,288.000000	WHEN YOU WANT 4X4 IN A GMC YOU MUST GO THE SLE EQUIPMENT GROUP WHICH GIVES YOU A LOT MORE EQ PLEASE CONTACT FOR ALL THE FEATURES	4.10 W 4 CYD / 3.42 W V6
OPTION 4: 4WD in lieu of 2WD	LDB OP4	Broadway Ford Truck Sales Inc	N	Accepted	Ford	r4f	each	\$24,917.000000		3.73
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Lou Fusz Chevrolet	N	EXTRA KEYS	GMC	KEYS	each	\$19.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Lou Fusz Chevrolet	N	**	CHEVROLET COLORADO	KEYS	each	\$19.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Roberts Chevrolet Buick	N	N/A	Chevrolet	Order	each	\$45.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	PUTNAM CHEVROLET INC	N	3RD KEY AND TRANSMITTER	CHEVROLET	COLORADO CREW CAB	each	\$65.000000	KEY CUT AND PROGRAMMED	
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Shawnee F LLC	N	Key	Ford	D1	each	\$100.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Don Brown Chevrolet Inc.	N	.		12M43	each	\$110.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	WK Chevrolet Inc	N	*	na	na	each	\$122.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Karl Chevrolet Inc.	N	NONE	CHEVROLET	D1-5H1	each	\$150.000000	ADDITIONAL 2 KEYS	
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	PUTNAM CHEVROLET INC	N	*	CHEVROLET	COLORADO CREW CAB	each	\$230.000000	KEY AND TRANSMITTER CUT AND PROGRAMMED	
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	BLUE SPRINGS FORD SALES INC	N	*	Ford	w/o power option	each	\$75.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Republic Ford	N	*	Ford	*	each	\$250.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Broadway Ford Truck Sales Inc	N	Accepted	Ford	NA	each	\$300.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Joe Machens Ford Lincoln	N	*	Ford	PTS	each	\$350.000000		
OPTION 5: Additional set of Keys (ignition and door locks)	LDB OP5	Lou Fusz Ford	N	*	Ford	*	each	\$395.000000		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 2nd day of July 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 9, 2019 at 2:30 p.m. The meeting will be held in Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Rarry
Fred J. Rarry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 2nd day of July 2019

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 Courthouse Plaza by Pizza Lovers Treasure LLC on July 7, 2019 and July 15, 2019 from 7:30 pm to 6:00 am.

Done this 2nd day of July 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: PIZZA LOVERS TREASURE LLC

Address: 3951 S. FOREST ACRES DR.

City: COLUMBIA State: MO ZIP Code: 65203

Phone: 573-268-7697 Website: N/A

Individual Requesting Use: ADAM BOSTER

Position in Organization: OWNER DIRECTOR

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ Email: _____

Event: FILMING

Description of Use (ex. Concert, speaker, 5K): CAMERAS + LIGHTS

Date(s) of Use: July 15 + July 7

Start Time of Setup: 7:30 pm AM/PM PM

Start Time of Event: 9:00 pm AM/PM PM (If start times vary for multiple day events, please specify)

End Time of Event: 5:00 am AM/PM PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 6:00 am AM/PM PM

Emergency Contact During Event: _____ Phone: _____

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

How many attendees (including volunteers) do you anticipate being at your event? 25-30

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ___ # adults per ___ # minors

Will you need access to electricity? Yes No IF POSSIBLE

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No N/A

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	NO	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____
N/A

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

TIG ADVISORS LYNDIA HODGES

#100

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: PIZZA LOVERS TREASURE LLC

Address: 3951 S. Forest Acres Dr.

City: Columbia State: MO ZIP Code 65203

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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 on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: ADAM BOSTER

Address: 3951 S. FOREST ACRES DR; COLUMBIA MO 65203

Phone Number: 423.742.1429 Date of Application: _____

Email Address: shakespeareasmummy@gmail.com

Signature: [Handwritten Signature]

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 COURTHOUSE PLAZA

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:

BOONE COUNTY, MISSOURI

Brammer L. Lennon
County Clerk

[Handwritten Signature]
County Commissioner

DATE: 7-2-19

