

310-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

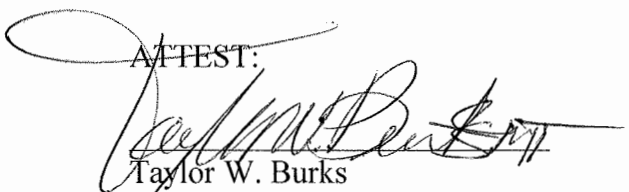
In the County Commission of said county, on the 21st day of June 20 18



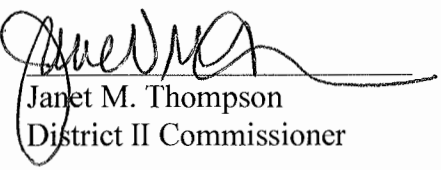
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Tax Collection Agreement between Boone County and the Village of Hartsburg.

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

Done this 21st day of June, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2018, by and between the **Village of Hartsburg, Missouri**, a municipal corporation, hereinafter called the "Village" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Taylor W. Burks, Boone County Clerk, hereinafter called the "Clerk", and Brian McCollum, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the Village and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332 and 70.220, to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the Village for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the Village boundaries.

II

The County agrees to create, on behalf of the Village, tax billing amounts relating to all real and personal property located within the Village boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the Village, and shall include property taxes relating to the Village of Hartsburg, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the Village, all monies due and owing the Village for taxable property within the boundaries of the Village *except* monies due and owing the Village that relate to Special Assessments.

IV

The County agrees that the Village shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the Village taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the Village, the receipts due the Village at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the Village at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distributions Report.

VI

The Village shall fix its ad valorem property tax rates, as provided in RSMo Section 67.110, not later than September first for entry in the tax books. If the Village should fail to comply with RSMo Section 67.110o, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect Village taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest, and fees. Such collection of taxes, penalties, interest, and fees shall be conducted in accordance with applicable law(s). The Village shall provide to the County Clerk and County Collector all Village Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such Village Ordinances or any new Village Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by RSMo Sections 137.720.1 and 137.750, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by RSMo Sections 137.720.3 and 137.750, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under RSMo Section 137.720.3 shall exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by RSMo Sections 137.720 and Section 137.750, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The Village further agrees that the penalty authorized by RSMo Section 52.290 for delinquent taxes shall be retained by the County and distributed as provided in RSMo Section 52.290.

X

The Village further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The Village further agrees that the County shall be authorized to compromise and abate taxes owed to the Village in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The Village shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the Village, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year. The Village shall provide beginning and ending address range data for properties located within the Village for all boundary changes of the Village.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2019, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2019, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

The Village agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the Village has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

VILLAGE OF HARTSBURG

By: Mark L. [Signature]
Chair, Board of Trustees

ATTEST:
[Signature]
City Clerk

COUNTY OF BOONE

[Signature]
Brian C. McCollum, Collector of Revenue

[Signature]
Tom Schauwecker, Assessor

[Signature]
Taylor W. Burks, Clerk

Boone County Commission

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

ATTEST:
[Signature]
Taylor W. Burks, Clerk of the County Commission

APPROVED AS TO FORM:
[Signature]
Charles J. Dykhouse, County Counselor

311-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 21st day of June 20 18

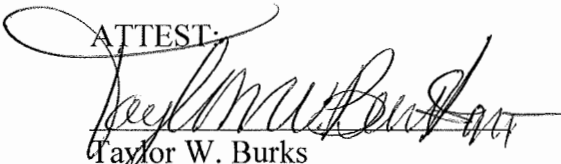
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 21-01MAY18 – Large Truck Repair Services to the following:

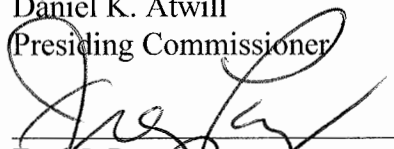
- Columbia Freightliner Sales
- Joe Machens East Collision Center and Joe Machens Body & Paint
- MHC Kenworth – Columbia
- Scheppers International Truck Center

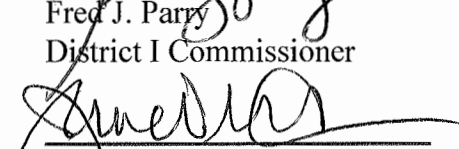
Terms of the contract award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 21st day of June, 2018

ATTEST:

 Taylor W. Burks
 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
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: May 31, 2018
RE: 21-01MAY18 - Large Truck Repair Services

Request for Bid 21-01MAY18 solicited bids for Large Truck Repair Services for the Boone County Public Works. Five (5) bids were received; please see the attached bid tabulation and evaluation. All five bids will be awarded a contract in order to best meet the needs of Boone County Public Works.

The initial contract period will run from the Date of Award through December 31, 2018. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account:

- Department 2040, Public Works – Maintenance Operations/Account 60200 – Equipment Repairs/Maintenance – Total: \$ 235,000.00

Attachments: Bid Tabulation, Evaluation Summary Memo, and Cost Evaluation

/lp

cc: Greg Edington
File RFB 21-01MAY18

RFB 21-01MAY18					
Large Truck Repair Services					
	Joe Machens Body & Paint	Joe Machens East Collision Center	Columbia Freightliner Sales	Scheppers International Truck Center	MHC Kenworth
Line Item					
4.10.1 Mechanical Repair - Regular Business Hours	\$ * 47.00	\$ * 47.00	\$ 115.00	\$ 95.00	\$ 91.00
4.10.2 Mechanical Repair - Overtime and Holiday Hours	\$ * 47.00	\$ * 47.00	\$ 115.00	\$ 142.50	\$ 118.00
4.10.3 Firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25%	25%	35%	30%	Cost plus 20%
4.10.4 Body Repair - Regular Business Hours	\$ 47.00	\$ 47.00	NA	NA	NA
4.10.5 Body Repair - Overtime and Holiday Business Hours	\$ 47.00	\$ 47.00	NA	NA	NA
4.10.6 Painting - Regular Business Hours	\$ 47.00	\$ 47.00	NA	NA	NA
4.10.7 Painting - Overtime and Holiday Business Hours	\$ 47.00	\$ 47.00	NA	NA	NA
4.10.8 Firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25%	25%	NA	NA	NA

* See 5/18/18 Clarification

RFB 21-01MAY18					
Large Truck Repair Services					
	Joe Machens Body & Paint	Joe Machens East Collision Center	Columbia Freightliner Sales	Scheppers International Truck Center	MHC Kenworth
4.10.9. Renewal Option Percentage Price Adjustment 1st Renewal Period: January 1, 2019 – December 31, 2019	0%	0%	3%	5%	2.5%
4.10.10 Renewal Option Percentage Price Adjustment 2nd Renewal Period: January 1, 2020 – December 31, 2020	0%	0%	3%	5%	5.0%
4.10.11. Renewal Option Percentage Price Adjustment 3rd Renewal Period: January 1, 2021 – December 31, 2021	0%	0%	3%	5%	7.5%
4.10.12. Renewal Option Percentage Price Adjustment 4th Renewal Period: January 1, 2022 – December 31, 2022	0%	0%	3%	5%	10.0%
Regular Business Hours	M-F 7:30 A.M.- 5:30 P.M.	M-F 7:30 A.M.- 5:30 P.M.	M-F 7:00 A.M.-11:00 P.M. Sat & Sun 7:00 A.M. - 7:00 P.M.	M-F 7:00 A.M. - Midnight Sat 7:00 A.M.- 3:00 P.M. Closed Sunday	Monday 7:00 AM- Saturday 5:00 P.M. 24 hours See Bid
Holidays	New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas	New Year's, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas	Thanksgiving, Christmas Eve, Christmas Day and New Year's Day	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day	Thanksgiving, Christmas and New Year's
Cooperative Procurement	Yes	Yes	Yes	Yes	Yes

**PURCHASE AGREEMENT
FOR
Large Truck Repair Services**

THIS AGREEMENT dated the 21st day of June 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Freightliner Sales** 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 **Large Truck Repair Services**, County of Boone Request for Bid, bid number **21-01MAY18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated **April 16, 2018**, executed by **Shawn Blair** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Large Truck Repair Services as needed if needed as required in the RFB 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 the County.

Large Truck Repair Services	
Item 4.10.1. Mechanical Repair - Regular Business Hours	<u>\$115.00 Per Hour, Firm and Fixed</u>
Item 4.10.2. Mechanical Repair - Overtime and Holiday Hours	<u>\$115.00 Per Hour, Firm and Fixed</u>
Item 4.10.3 Firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	<u>35% off list for Freightliner OEM parts</u>

4. **Delivery** –The contractor shall coordinate with the County regarding delivery of the large truck to the contractor’s facility, and subsequent return to the County upon completion of repair work

5. **Warranty** – A one (1)-year or 100,000 miles warranty shall be provided on all labor and parts.

6. **Billing and Payment** - All billing shall be invoiced to Boone County Public Works. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

COLUMBIA FREIGHTLINER SALES

BOONE COUNTY, MISSOURI

by *Bob Burch*
title *Vice President*

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Taylor W. Burks
Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2040 - Account: 60200: \$235,000.00
T+S

June E. Pitchford
Signature by ag D

6/13/18
Date

No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

Revised 1/17/2018



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: Columbia Freightliner Sales
- 4.2. Address: 1660 Jade Rd
- 4.3. City/Zip: Columbia, mo. 65201
- 4.4. Phone Number: 573-886-0188
- 4.5. Fax Number: 573-886-0144
- 4.6. E-Mail Address: sblair@columbi freightliner.com
- 4.7. Federal Tax ID: 48 0862574

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): Sh Blair

4.8.2. Type or Print Signed Name: Shaun Blair

4.8.3. Today's Date: 4-16-18

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$ N/A
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$ N/A
4.10.6.	Painting - Regular Business Hours	\$ N/A
4.10.7.	Painting – Overtime and Holiday Business Hours	\$ N/A
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	% N/A
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

3 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

3 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

3 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

3 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

Mon - Fri 7am to 11pm Sat - Sun 7am to 7pm

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: Thanksgiving, Christmas EVE, Christmas Day, New Year Day

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

CLASS 8 Road Tractor

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

15 Repair Bays

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: 12 months 100,000 miles

Parts: 12 months 100,000 miles

Body Repair

Labor: _____

Parts: _____

Paint Repair

Labor: _____

Parts: _____

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: 24 years
Body Repair: _____
Paint Repair: _____

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: Callaway Carriers
Address: PO Box 110 Kingdom, Lit, MO

Contact Name: Jeff Blackburn
Telephone Number: 573-642-8114

Date of Contract: Doing Business since 1999
Length of Contract: _____

Description of Performed Services (include dates):

2. Reference Information:

Company Name: Foster Bros Wood Products
Address: PO Box 248 Ayrsville, MO

Contact Name: Jay Foster
Telephone Number: 573-386-2271

Date of Contract: Doing business since 2000
Length of Contract: _____

Description of Performed Services (include dates):

3. Reference Information:

Company Name: Gallup Trucking
Address: 4640 Interstate Columbia, mo

Contact Name: Clint Gallup
Telephone Number: 573-219-0054

Date of Contract: Done business since 2004
Length of Contract: _____

Description of Performed Services (include dates):

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):
-
-

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Bob Burch Vice President

Name and Title of Authorized Representative

Bob Burch

Signature

4-16-18

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

4-16-18
Date

Boone County Purchasing



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

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, choose one of the three options that applies. 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 Callaway)
State of Missouri) ss
Callaway)

My name is Bob Burch. I am an authorized agent of Columbia
Freightliner (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.

Bob Burch 4-20-18
Affiant Date

Bob Burch
Printed Name

Subscribed and sworn to before me this 20th day of April, 2018.

Lois A Ahrens
Notary Public

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



LOIS ANN AHRENS
My Commission Expires
June 27, 2020
Montgomery County
Commission #12534402





Company ID Number: 180824

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 KANSAS CITY FREIGHTLINER SALES, INC DBA COLUMBIA FREIGHTLINER SALES

MARK D ODELL

Name (Please Type or Print)

Title

Electronically Signed

01/15/2009

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/15/2009

Signature

Date



Company ID Number: 180824

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: KANSAS CITY FREIGHTLINER SALES, INC DBA COLUMBIA FREIGHTLINER SALES

Company Facility Address: 3815 NE RANDOLPH

KANSAS CITY, MO 64161

Company Alternate

Address: PO BOX 418050

KANSAS CITY, MO 64141

County or Parish: CLAY

Employer Identification

Number: 480862574

North American Industry
Classification Systems

Code: 441

Parent Company: KANSAS CITY FREIGHTLINER SALES, INC

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)

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.

Option

- _____ 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 – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

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 Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

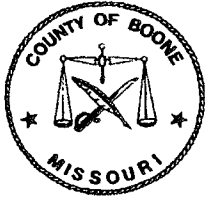
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.

1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.

a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. **DEFINITIONS:**

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

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

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

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

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. **General Requirements:** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.
- 2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County's final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.
- 2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.
- 2.1.3. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract.
- 2.1.4. **Non-Exclusive Contract:** The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County's sole determination.
- a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor's services.
- 2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.
- 2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
 - a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
 - 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
 - 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
 - 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
 - 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:
County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

- 3.2 **SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - 3.2.2. **Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
 - 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.
- 1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.
- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. DEFINITIONS:

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

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

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

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

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

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

Contractor - The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
- Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.
- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.
- 1.4. **CONTRACT EXECUTION:** This RFB and the Vendor’s Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor’s Response, including any clarification.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County’s standard “boilerplate” terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. **General Requirements:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as the “contractor(s)” for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.
- 2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County’s final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.
- 2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.
- 2.1.3. All requests for service shall be made on an “as needed basis.” The County does not guarantee a minimum volume under a prospective contract.
- 2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County’s sole determination.
- a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor’s services.
- 2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.
- 2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
- a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
- 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
- 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
- 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
- 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:

County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

- Check below which repair work the vendor will perform for the County:

Mechanical Repair: _____

Body Repair/Painting: _____

4.10. PRICING

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	%

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$
4.10.6.	Painting - Regular Business Hours	\$
4.10.7.	Painting – Overtime and Holiday Business Hours	\$
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	%
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: _____

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: _____

Parts: _____

Body Repair

Labor: _____

Parts: _____

Paint Repair

Labor: _____

Parts: _____

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: _____

Body Repair: _____

Paint Repair: _____

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

2. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

3. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

- ____ 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 – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

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 Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
Large Truck Repair Services**

THIS AGREEMENT dated the 21st day of June 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens East Collision Center and Joe Machens Body & Paint** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Large Truck Repair Services**, County of Boone Request for Bid, bid number **21-01MAY18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated **April 19, 2018**, executed by **Doug Bryant** on behalf of the Contractor, and clarification dated May 18, 2018 and May 21, 2018 from **Doug Bryant**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Large Truck Repair Services as needed if needed as required in the RFB 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 the County.

Large Truck Repair Services	
Item 4.10.4. Body Repair - Regular Business Hours	<u>\$47.00 Per Hour, Firm and Fixed</u>
Item 4.10.5. Body Repair – Overtime and Holiday Hours	<u>\$47.00 Per Hour, Firm and Fixed</u>
Item 4.10.6. Painting - Regular Business Hours	<u>\$47.00 Per Hour, Firm and Fixed</u>
Item 4.10.7. Painting – Overtime and Holiday Business Hours	<u>\$47.00 Per Hour, Firm and Fixed</u>

Item 4.10.8 Firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	<u>25%</u>
--	------------

4. Delivery –The contractor shall coordinate with the County regarding delivery of the large truck to the contractor’s facility, and subsequent return to the County upon completion of repair work

5. Warranty – Limited lifetime warranty on labor and the manufacturer’s standard warranty on parts.

6. Billing and Payment - All billing shall be invoiced to Boone County Public Works. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

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

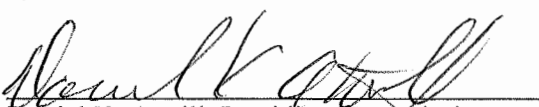
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding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

**JOE MACHENS EAST COLLISION CENTER
AND JOE MACHENS BODY & PAINT**

by 
 title M.G.R.

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2040 - Account: 60200: \$235,000.00
T+S

[Signature]
Signature by [Signature]

6/13/18
Date

No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

Revised 1/17/2018

Liz Palazzolo

From: Doug Bryant <dbryant@machens.com>
Sent: Monday, May 21, 2018 2:12 PM
To: Liz Palazzolo

Liz, In reference to bid # 21-01May18 , we put in two separate bids. One under Joe Machens East Collision Center on Commerce Court and one under Joe machens Body and Paint on 600 Bernadette. If it is acceptable to you it might make it easier to combine those two bids as we are under the same tax ID . It would make it much easier to load level under peak times of the year which would be of great benefit to all concerned. Thanks so much for your consideration. Doug B

Liz Palazzolo

From: Doug Bryant <dbryant@machens.com>
Sent: Friday, May 18, 2018 4:12 PM
To: Liz Palazzolo
Subject: FW:

From: Doug Bryant [mailto:dbryant@machens.com]
Sent: Thursday, May 17, 2018 9:15 AM
To: lpalazzolo@boonecounty.org
Cc: 'Brandy Grove'
Subject:

Liz , Thanks so much for your call yesterday. In reference to bid number: 21-01May18 For the large truck repair it was indeed our intent to bid only on the Body repair and painting. We did not intend to bid on the Mechanical repair. Thanks so much for your time. Doug B



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: Joe Machens East Collision Center
- 4.2. Address: 1606 Commerce Ct.
- 4.3. City/Zip: Columbia 65202
- 4.4. Phone Number: 573.442.4700
- 4.5. Fax Number: 573.442.5757
- 4.6. E-Mail Address: dbryant@machens.com
- 4.7. Federal Tax ID: 47-4658086

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):

- 4.8.2. Type or Print Signed Name:

Doug Bryant

- 4.8.3. Today's Date: 4.19.18

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

- Check below which repair work the vendor will perform for the County:

Mechanical Repair: _____

Body Repair/Painting: _____

4.10. PRICING

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$ 47.00
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$ 47.00
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25 %

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$47.00
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$47.00
4.10.6.	Painting - Regular Business Hours	\$47.00
4.10.7.	Painting – Overtime and Holiday Business Hours	\$47.00
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25 %
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

Monday through Friday 7:30 a.m. through 5:30 p.m.

4.12. **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas
4.13. Garage Size: What size vehicles can be accommodated inside the bidder's repair business:
Any size

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:
31 Bays

4.15. **Warranties:**
Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair
Labor: _____
Parts: _____

Body Repair
Labor: Limited Lifetime
Parts: manufacturer warranty

Paint Repair
Labor: Limited Lifetime
Parts: Limited Life time

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different that the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: N/A
Body Repair: 44
Paint Repair: 44

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

N/A

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: Boone County Fire Protection District
Address: 2201 Interstate 70 Dr NW
Columbia MO 65202
Contact Name: Kurt Doolady
Telephone Number: 573-219-9686

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

Repaired FEMA rescue boats (November 2017)

2. Reference Information:

Company Name: MHC Kenworth
Address: 8660 Interstate 70 Dr SE
Columbia MO 65201
Contact Name: JL Watring
Telephone Number: 660-537-1734

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

Fleet truck repairs (variety throughout year)

3. Reference Information:

Company Name: Emery Sapp
Address: 2301 Interstate 70 Dr NW
Columbia MO 65202
Contact Name: Pete Grathwohl
Telephone Number: 573-446-4305

Date of Contract: _____
Length of Contract: _____

Description of Performed Services (include dates):

Fleet truck repairs (variety throughout year)

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

N/A

End of Response Form

(Please complete and return with Bid Response)

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

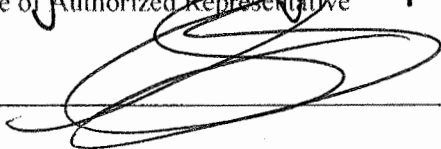
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Doug Bryant, Body Shop Manager
Name and Title of Authorized Representative

Signature



4.19.18
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

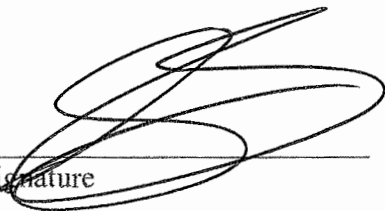
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature



Date

4.19.18

Boone County Purchasing



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

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.eyJ4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=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, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

Company ID Number: 1129116

Approved by:

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

Company ID Number: 1129116

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

Company ID Number: 1129116

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

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

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

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

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.

Option

- ____ 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 – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

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 Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:





Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: **Shortly after the Bid Submission Deadline Stated Above**

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.

1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.

- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. **DEFINITIONS:**

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

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

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

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

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **General Requirements:** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.

2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County's final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.

2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.

2.1.3. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract.

2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County's sole determination.

a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor's services.

2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.

2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
 - a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
 - 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
 - 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
 - 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
 - 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

- b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.
- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

- 2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.
- 2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

- 2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:
County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. **BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD**

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. **Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. **Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

Liz Palazzolo

From: Doug Bryant <dbryant@machens.com>
Sent: Friday, May 18, 2018 4:12 PM
To: Liz Palazzolo
Subject: FW:

From: Doug Bryant [mailto:dbryant@machens.com]
Sent: Thursday, May 17, 2018 9:15 AM
To: lpalazzolo@boonecounty.org
Cc: 'Brandy Grove'
Subject:

Liz , Thanks so much for your call yesterday. In reference to bid number: 21-01May18 For the large truck repair it was indeed our intent to bid only on the Body repair and painting. We did not intend to bid on the Mechanical repair. Thanks so much for your time. Doug B



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: Joe Machens Body & Paint
- 4.2. Address: 600 Bernadette
- 4.3. City/Zip: Columbia 65203
- 4.4. Phone Number: 573-445-8385
- 4.5. Fax Number: 573-446-7051
- 4.6. E-Mail Address: dbryant@machens.com
- 4.7. Federal Tax ID: 47-4658086

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):

- 4.8.2. Type or Print Signed Name:

Doug Bryant

- 4.8.3. Today's Date: 4-19-18

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

- Check below which repair work the vendor will perform for the County:

Mechanical Repair: _____

Body Repair/Painting: _____

4.10. **PRICING**

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$ 47.00
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$ 47.00
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25 %

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$47.00
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$47.00
4.10.6.	Painting - Regular Business Hours	\$47.00
4.10.7.	Painting – Overtime and Holiday Business Hours	\$47.00
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	25 %
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other.</u> Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

Monday through Friday 7:30a.m. through 5:30p.m.

4.12. **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas

4.13. Garage Size: What size vehicles can be accommodated inside the bidder's repair business:
Any Size

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:
52 Bays

4.15. **Warranties:**
Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair
Labor: _____
Parts: _____

Body Repair
Labor: Limited Lifetime
Parts: manufacturer warranty

Paint Repair
Labor: Limited Lifetime
Parts: Limited Lifetime

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - (No)

If "Yes" is circled, describe details about subcontractors below:

4.17. If different that the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: N/A
Body Repair: 44
Paint Repair: 44

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

N/A

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: Boone County Fire Protection District
Address: 2201 Interstate 70 Dr NW
Columbia MO 65202
Contact Name: Kurt Doolady
Telephone Number: 573-219-0680

Date of Contract: _____
Length of Contract: _____

Description of Performed Services (include dates):

Repaired FEMA rescue boats (November 2017)

2. Reference Information:

Company Name: MHC Kenworth
Address: 8160 Interstate 70 Dr SE
Columbia MO 65201
Contact Name: JL Watring
Telephone Number: 660-537-1734

Date of Contract: _____
Length of Contract: _____

Description of Performed Services (include dates):

Fleet truck repairs (variety throughout year)

3. Reference Information:

Company Name: Emery Sapp
Address: 2301 Interstate 70 Dr NW
Columbia MO 65202
Contact Name: Pete Grathwohl
Telephone Number: 573-446-4305

Date of Contract: _____
Length of Contract: _____

Description of Performed Services (include dates):

Fleet truck repairs (variety throughout year)

4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

N/A

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Doug Bryant, Body Shop Manager
Name and Title of Authorized Representative

Signature

Date

4-19-18

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

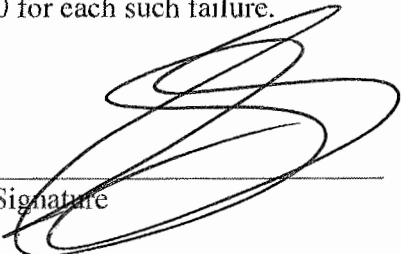
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature



Date

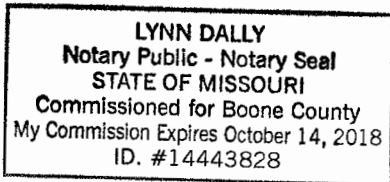
4.19.18

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

County of Boone)
) SS
 State of Missouri)

My name is Doug Bryant I am an authorized agent of Joe Machens Body + Paint (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.



[Signature] 4-23-2018
 Affiant Date
Doug Bryant
 Printed Name

Subscribed and sworn to before me this 23 day of April, 2018.

[Signature]
 Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

Company ID Number: 1129116

Approved by:

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

Company ID Number: 1129116

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

Company ID Number: 1129116

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

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

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

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



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.

1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.

- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. **DEFINITIONS:**

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

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

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

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

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **General Requirements:** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.

2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County's final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.

2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.

2.1.3. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract.

2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County's sole determination.

a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor's services.

2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.

2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
 - a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
 - 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
 - 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
 - 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
 - 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

- b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.
- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:
County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. **Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. **Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

Boone County Purchasing



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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

- ____ 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 – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

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 Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



**PURCHASE AGREEMENT
FOR
Large Truck Repair Services**

THIS AGREEMENT dated the 21st day of June 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MHC Kenworth - Columbia** 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 **Large Truck Repair Services**, County of Boone Request for Bid, bid number **21-01MAY18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated **May 1, 2018**, executed by **Cory Metcalf** on behalf of the Contractor, and clarification dated May 21, 2018 from **Tad King**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Large Truck Repair Services as needed if needed as required in the RFB 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 the County.

Large Truck Repair Services	
Item 4.10.1. Mechanical Repair - Regular Business Hours	<u>\$91.00 Per Hour, Firm and Fixed</u>
Item 4.10.2. Mechanical Repair – Overtime and Holiday Hours	<u>\$118.00 Per Hour, Firm and Fixed on Holidays</u> <u>No additional charge for overtime.</u>
Item 4.10.3 Firm, fixed add-on percentage that will be applied to MHC-Columbia's current list price for repair parts and supplies.	<u>Cost + 20%</u>

4. **Delivery** –The contractor shall coordinate with the County regarding delivery of the large truck to the contractor’s facility, and subsequent return to the County upon completion of repair work

5. **Warranty** –A one (1)-year or 100,000 miles warranty shall be provided on all parts and labor with installed parts, including a ninety (90)-day or 15,000-mile guarantee on workmanship.

6. **Billing and Payment** - All billing shall be invoiced to Boone County Public Works. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.


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


- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

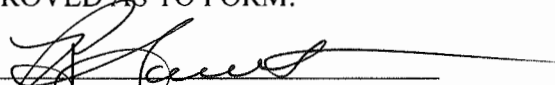
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

MHC KENWORTH – COLUMBIA

BOONE COUNTY, MISSOURI

by 
title Branch Manager

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2040 - Account: 60200: \$235,000.00

<u>Janet Pitcheford</u> Signature	<u>6/13/18</u> Date	<u>No Encumbrance Required</u> Appropriation Account
--------------------------------------	------------------------	---

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

Revised 1/17/2018

Liz Palazzolo

From: King, Tad <Tad.King@mhc.com>
Sent: Monday, May 21, 2018 11:17 AM
To: Liz Palazzolo
Cc: Metcalf, Cory
Subject: RE: Boone County Large Truck Repair Bid

Liz, I understand that you have some confusion over our proposed price strategy to Boone County for this bid. I simply grabbed 2 common part #'s on the shelf outside my office to help illustrate. We are providing a fixed margin over our cost. Some parts suppliers provide pricing off of List/Resale and that includes us in certain lower volume situations. While there is not a right or wrong way to price to market, we feel the way we bid our parts to Boone County offers better consistency as the list price is often a "made up" or arbitrary # to begin with by the manufacturer.

For example the list price on the wheel seal below is 218% of our cost and the Hubcap is 270% of our cost. Unless you have access to List/Resale/cost, you have no way to know whether the price you are receiving is competitive. In other words, we could have submitted our bid to reflect 40% off and that might seem really great; however, we would still be higher than fixing your price at 20% over cost per the example below.

Description	Part #	Brand	List Price	MHC Cost	Boone County Cost from MHC @		
					20% over cost	25% off	30% off
Wheel Seal	35058	CR	\$ 56.92	\$ 26.18	\$ 31.42	\$ 42.69	\$ 39.85
Hubcap-Axle	300-4009	Stemco	\$ 18.37	\$ 6.80	\$ 8.16	\$ 13.77	\$ 12.86

Tad King
Branch Manager



MHC Kenworth - Columbia
8660 I-70 Drive SE | Columbia, MO 65201
(573) 474-8400 direct
(816) 808-8600 mobile
(573) 474-8420 fax
tad.king@mhc.com
MHC website | vCard | blog | map



This e-mail and any files transmitted with it are confidential and solely for the use of the individual or entity to which they are addressed and intended. If you have received this e-mail in error, please notify the sender by return e-mail. If you are not the intended recipient, you may not read, copy, retain, print, disclose, or distribute this message or its contents to any other individual, for such actions may be unlawful.

WARNING: We take certain precautions to prevent viruses, but we are not responsible for loss or damage arising from the use of this e-mail or attachments.



County of Boone

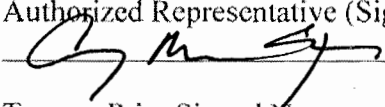
Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: MHC Kenworth - Columbia
- 4.2. Address: 8660 I-70 Drive SE
- 4.3. City/Zip: Columbia / 65201
- 4.4. Phone Number: 573-474-8400
- 4.5. Fax Number: 573-474-8420
- 4.6. E-Mail Address: cory.metcalf@mhc.com
- 4.7. Federal Tax ID: 43-1042735

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):

- 4.8.2. Type or Print Signed Name:
Cory Metcalf
- 4.8.3. Today's Date: 05/01/2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

- Check below which repair work the vendor will perform for the County:

Mechanical Repair: X

Body Repair/Painting: N/A

4.10. PRICING

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$ 91.00 per hour
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$ 118.00 per hour on Holidays. No additional charge for overtime.
Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair		
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	Cost plus 20 %

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$ N/A
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$ N/A
4.10.6.	Painting - Regular Business Hours	\$ N/A
4.10.7.	Painting – Overtime and Holiday Business Hours	\$ N/A
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	Cost plus 20 %
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other.</u> Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as "zero"), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

2.5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: 2.5%

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

5.0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: 2.5%

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

7.5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: 2.5%

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

10.0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: 2.5%

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

Open 24 hours Monday at 7am through Saturday at 5pm. Closed Sunday.

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: Thanksgiving Day; Christmas Day; New Years Day;

We offer 24 hour / 365 days per year of after-hours support.

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

Can accomodate any class 8 vehicle, including tractors, Dump Trucks, RV's and trailers.

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

18 Full Service repair bays with 1 wash bay.

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: 1 yr/100k miles (with installed parts) - 90 Day/15k mile workmanship guarantee

Parts: 1 yr/100k miles

Body Repair

Labor: N/A

Parts: N/A

Paint Repair

Labor: N/A

Parts: N/A

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or No

If "Yes" is circled, describe details about subcontractors below:

N/A

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

N/A

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: 43 Years

Body Repair: N/A

Paint Repair: N/A

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

N/A

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: Estes Express

Address: 8830 Columbus Court, Columbia, MO 65201

Contact Name: Chris Orscheln

Telephone Number: 573-474-8965

Date of Contract: N/A

Length of Contract: N/A

Description of Performed Services (include dates):

Tractor (Class 8 Vehicle), Trailer and Dolley service and repairs. Several repairs performed for Estes since July of 2002.

2. Reference Information:

Company Name: Mid Am Building Supply

Address: PO Box 645, Moberly, MO 65270

Contact Name: Mike Shoeman

Telephone Number: 660-676-0785

Date of Contract: N/A

Length of Contract: N/A

Description of Performed Services (include dates):

Tractor (Class 8 vehicle) repairs performed consistently since January of 2012.

3. Reference Information:

Company Name: Central Concrete Co
Address: 2000 Dogwood Ln, Columbia, MO 65201

Contact Name: Phillip Jenkins
Telephone Number: 573-443-2426

Date of Contract: N/A
Length of Contract: N/A

Description of Performed Services (include dates):

Service and repair Cement trucks. Have consistently performed repairs since February 2011.

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):
N/A

End of Response Form

(Please complete and return with Bid Response)

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

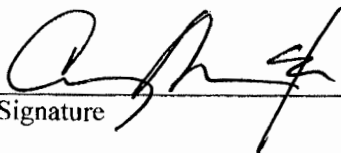
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Cory Metcalf, Service Manager

Name and Title of Authorized Representative

Signature 

Date 5-1-2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

5-1-18

Date



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.

1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.

- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. **DEFINITIONS:**

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

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

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

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

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for

contracts as attached hereto.

2. SCOPE OF WORK

- 2.1. **General Requirements:** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.
- 2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County's final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.
- 2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.
- 2.1.3. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract.
- 2.1.4. **Non-Exclusive Contract:** The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County's sole determination.
- a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor's services.
- 2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.
- 2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. Service Location: The contractor must have a place of business where contract work will be performed within Boone County, Missouri.** The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
 - a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
 - 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
 - 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
 - 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
 - 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:
County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

Boone County Purchasing



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

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.cb1d4c2a3e5b9ac89243c6a7543f6d1a/?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, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

Company ID Number: 1295149

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1295149

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

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

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

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

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

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

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

Company ID Number: 1295149

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

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

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

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

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

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

Company ID Number: 1295149

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

Company ID Number: 1295149

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

Company ID Number: 1295149

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

Company ID Number: 1295149

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

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

B. REFERRAL TO DHS

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



Company ID Number: 1295149

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

ARTICLE VI PARTIES

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



Company ID Number: 1295149

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

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

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

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

Company ID Number: 1295149

Approved by:

Employer Ozark Kenworth	
Name (Please Type or Print) Cory Metcalf	Title
Signature Electronically Signed	Date 05/01/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/01/2018

Company ID Number: 1295149

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Ozark Kenworth
Company Facility Address	8660 I-70 Drive SE Columbia, MO 65201
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	043104273
North American Industry Classification Systems Code	811
Parent Company	MHC Kenworth
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 1295149

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: 1295149

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

Name Cory S Metcalf
Phone Number (573) 474 - 8400
Fax Number
Email Address cory.metcalf@mhc.com

Company ID Number: 1295149

Page intentionally left blank



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

1.1. INVITATION: This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.

1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.

- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. DEFINITIONS:

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

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding contract performance.

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
- Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.
- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.
- 1.4. **CONTRACT EXECUTION:** This RFB and the Vendor’s Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor’s Response, including any clarification.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County’s standard “boilerplate” terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. **General Requirements:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as the “contractor(s)” for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.
- 2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County’s final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.
- 2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.
- 2.1.3. All requests for service shall be made on an “as needed basis.” The County does not guarantee a minimum volume under a prospective contract.
- 2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County’s sole determination.
- a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor’s services.
- 2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.
- 2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
- a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
- 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
- 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
- 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
- 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

- 2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.
- 2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.
- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**
- 2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:

County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1** **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2** **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1.** **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2.** **Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3.** **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1.** **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4.** **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1.** **Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5.** **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

- Check below which repair work the vendor will perform for the County:

Mechanical Repair: _____

Body Repair/Painting: _____

4.10. PRICING

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	%

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$
4.10.6.	Painting - Regular Business Hours	\$
4.10.7.	Painting – Overtime and Holiday Business Hours	\$
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	%
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: _____

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: _____

Parts: _____

Body Repair

Labor: _____

Parts: _____

Paint Repair

Labor: _____

Parts: _____

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: _____

Body Repair: _____

Paint Repair: _____

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

2. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

3. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



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

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

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

County of _____)
) ss
 State of _____)

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

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

 Affiant Date

 Printed Name

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

 Notary Public

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

- _____ 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 – *see following page*) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

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 Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
Large Truck Repair Services**

THIS AGREEMENT dated the 21st day of June 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scheppers International Truck Center** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Large Truck Repair Services**, County of Boone Request for Bid, bid number **21-01MAY18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated **April 24, 2018**, executed by **Tony Rackers** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions, Evaluation and Award, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Large Truck Repair Services as needed if needed as required in the RFB 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 the County.

Large Truck Repair Services	
Item 4.10.1. Mechanical Repair - Regular Business Hours	<u>\$95.00 Per Hour, Firm and Fixed</u>
Item 4.10.2. Mechanical Repair - Overtime and Holiday Hours	<u>\$142.50 Per Hour, Firm and Fixed</u>
Item 4.10.3 Firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	<u>30%</u>

4. **Delivery** –The contractor shall coordinate with the County regarding delivery of the large truck to the contractor’s facility, and subsequent return to the County upon completion of repair work

5. **Warranty** – A one (1)-year warranty shall be provided on all labor and parts.

6. **Billing and Payment** - All billing shall be invoiced to Boone County Public Works. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

**SCHIPPERS INTERNATIONAL
TRUCK CENTER**

by Tony Racken
title SERVICE MANAGER

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2040 - Account: 60200: \$235,000.00

Jane E. Pitchford
Signature *by*

6/13/18
Date

TTS
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

Revised 1/17/2018



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: SCHEPPERS INTERNATIONAL TRUCK CENTER
- 4.2. Address: 1722 SOUTHRIDGE DR.
- 4.3. City/Zip: JEFFERSON CITY MO. 65109
- 4.4. Phone Number: 573-636-2133
- 4.5. Fax Number: 573-636-8312
- 4.6. E-Mail Address: TRACKERS@ALSCHEPPERS.COM
- 4.7. Federal Tax ID: 44-0525337

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):
Tony Rackers
- 4.8.2. Type or Print Signed Name:
TONY RACKERS
- 4.8.3. Today's Date: 4-24-18

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

• Check below which repair work the vendor will perform for the County:

Mechanical Repair:

Body Repair/Painting:

4.10. PRICING

The bidder has the option of bidding just mechanical repair, or just body/painting repair, or both. The bidder must quote a firm, fixed hourly price for Regular Business Hours and a firm, fixed hourly price for Holidays/Over-Time Hours if bidding mechanical repair, and/or body/paint repair, in addition to quoting a firm discount off the Manufacturer Standard Retail Price (MSRP) for all repair parts/accessories/supplies. All pricing shall be considered firm and fixed, and be quoted FOB Destination, Freight Prepaid and Allowed. The County shall not pay additional pricing of costs, therefore all costs for repair services must be built into quoted pricing.

Pricing Line Item	Description	Firm, Fixed Total Hourly Price Initial Contract Period
HOURLY PRICING FOR MECHANICAL REPAIR		
4.10.1.	Mechanical Repair - Regular Business Hours	\$ 95 ⁰⁰ /HR
4.10.2.	Mechanical Repair – Overtime and Holiday Hours	\$ 142 ⁵⁰ /HR
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Mechanical Repair
4.10.3	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	30 %

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$ NA
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$ NA
4.10.6.	Painting - Regular Business Hours	\$ NA
4.10.7.	Painting – Overtime and Holiday Business Hours	\$ NA
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	NA %
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other.</u> Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

5 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

M-F 7AM - MIDNIGHT SAT 7AM - 3PM SUN CLOSED

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: NEW YEAR, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, CHRISTMAS

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

ALL SIZES OF TRUCKS + TRAILERS

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

21 SERVICE BAYS 3 FULL TIME MOBILE SERVICE TRUCKS

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: 1 YEAR

Parts: 1 YEAR

Body Repair

Labor: NA

Parts: _____

Paint Repair

Labor: NA

Parts: _____

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: 7 YES
Body Repair: NA
Paint Repair: NA

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. **Reference Information:**

Company Name: KALLMEYER BROS
Address: PO BOX 223 HERMANN MO. 65041

Contact Name: LARRY KALLMEYER
Telephone Number: 573-486-5714

Date of Contract: RENEWABLE YEARLY-
Length of Contract: ONGOING

Description of Performed Services (include dates):

PM SERVICES - MECHANICAL REPAIRS ENGINE - CHASSIS - NEW TRUCK PURCHASE

2. **Reference Information:**

Company Name: COLE COUNTY INDUSTRIES
Address: 1405 INDUSTRIAL DR J.C. MO 65102

Contact Name: JASON LUEBBERING
Telephone Number: 573-635-4101

Date of Contract: RENEWABLE YEARLY
Length of Contract: ONGOING

Description of Performed Services (include dates):

PM SERVICES - ALL TYPES MECHANICAL REPAIRS - MOBILE REPAIRS

3. Reference Information:

Company Name: UE - AMEREN Mo.

Address: 1525 GRATIOT ST. ST. LOUIS MO, 63103

Contact Name: MEL RUHR

Telephone Number: 314-554-4062

Date of Contract: RENEWABLE YEARLY

Length of Contract: ONGOING

Description of Performed Services (include dates):

PM SERVICES - ALL TYPES MECHANICAL REPAIRS - MOBILE REPAIRS

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

TONY RACKERS - SERVICE MANAGER

Name and Title of Authorized Representative

Tony Rackers

Signature

4-24-18

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

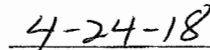
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

Boone County Purchasing



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

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.eb1d4c2a3c5b9ac89243c6a7543f6d1a/?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, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

- 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 – *see following page*) 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.

Tony Rackers
Applicant

4-24-18
Date

TONY RACKERS
Printed Name



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



Company ID Number: 242268

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

Name DANIEL C KEMNA
Phone Number (573) 636 - 2133 ext. 1241
Fax Number (573) 636 - 8312
Email Address DKEMNA@ALSCHEPPERS.COM

Name MATTHEW C KEMNA
Phone Number (573) 636 - 2133 ext. 1240
Fax Number (573) 636 - 8312
Email Address MATTK@ALSCHEPPERS.COM

Name Diane E Kemna
Phone Number (573) 636 - 2133 ext. 1201
Fax Number (573) 636 - 8312
Email Address diane@alscheppers.com



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.
- 1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an "as required" basis.
- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

1.2. DEFINITIONS:

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

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

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

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

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **General Requirements:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as the “contractor(s)” for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.

2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County’s final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.

2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.

2.1.3. All requests for service shall be made on an “as needed basis.” The County does not guarantee a minimum volume under a prospective contract.

2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County’s sole determination.

a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor’s services.

2.2. **Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.

2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. **Service Location:** The contractor must have a place of business where contract work will be performed within Boone County, Missouri. The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. **Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. **Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. **Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any "hidden" damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County's request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
- a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County's Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County's Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County's Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
- 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
- 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County's Representative or Designee, prior to installation.
- 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer's warranty.
- 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor's regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- a. The 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. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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. The contractor shall add the County as a Certificate Holder:

Certificate Holder:
County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - 3.2.2. **Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
 - 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

Company ID Number: 242268

Approved by:

Employer SCHEPPERS INTERNATIONAL TRUCK CENTER	
Name (Please Type or Print) Daniel C Kemna	Title
Signature Electronically Signed	Date 08/27/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/27/2009



Company ID Number: 242268

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SCHEPPERS INTERNATIONAL TRUCK CENTER
Company Facility Address	1722 Southridge Drive Jefferson City, MO 65109
Company Alternate Address	PO Box 104223 Jefferson City, MO 65110
County or Parish	COLE
Employer Identification Number	440525337
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 242268

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: 242268

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

Name DANIEL C KEMNA
Phone Number (573) 636 - 2133 ext. 1241
Fax Number (573) 636 - 8312
Email Address DKEMNA@ALSCHEPPERS.COM

Name MATTHEW C KEMNA
Phone Number (573) 636 - 2133 ext. 1240
Fax Number (573) 636 - 8312
Email Address MATTK@ALSCHEPPERS.COM

Name Diane E Kemna
Phone Number (573) 636 - 2133 ext. 1201
Fax Number (573) 636 - 8312
Email Address diane@alscheppers.com



Page intentionally left blank

312-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18


In the County Commission of said county, on the 21st day of June 20 18

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

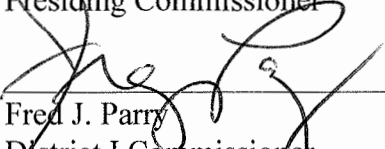
Now on this day the County Commission of the County of Boone does hereby award bid 19-07MAY18 – Countertops with Installation for the Boone County Detention Center to Seville Woodworks of Columbia, Missouri.

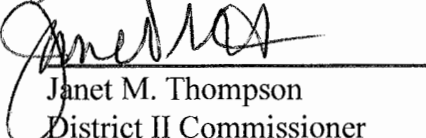
Terms of the contract award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 21st day of June, 2018

ATTEST:

Taylor W. Burks
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
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 19, 2018
RE: 19-07MAY18 – Countertops with Installation for the Boone County Detention Center

Request for Proposal RFP 19-07MAY18 - solicited proposals for Countertops with Installation for the Boone County Detention Center. Two proposals were received, please see the attached bid tabulation and evaluation. The proposal from Seville Woodworks of Columbia, Missouri is the lowest and best proposal, and is acceptable to the Sheriff's Office for award of contract.

The initial contract period will run from the Date of Award through December 31, 2018.

Payment will be paid from the following Department/Account:

- Department 6100, Facilities Maintenance/Account 60100 – Building Repairs/Maintenance – Total: \$ 22,270.00

Attachments: Bid Tabulation, Evaluation Scoring Sheet, Evaluation Narrative, and Cost Evaluation

/lp

cc: Doug Coley
Jody Moore
DeWayne Carey
Gary German
File RFP 19-07MAY18

EVALUATION REPORT FORM

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL (RFP) # 19-07MAY18 - Countertops Including Installation For Boone County Detention Center

Liz Palazzolo, CPPO, C.P.M., Senior Buyer

					For Purchasing Use Only	
	NAME OF OFFEROR	METHOD OF PERFORMANCE & CONTRACTOR SUPPORT (35 points)	EXPERIENCE & RELIABILITY (15 points)	TOTAL SUBJECTIVE POINTS (50 points)	COST POINTS (50points)	TOTAL POINTS (Max 100 points)
1	Timberline Custom Cabinets, Inc.	25	5	30	19.28	49.28
2	Seville Woodworks	35	15	50	50	100

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

[Signature] 5/31/18 Doug Coley Director Facilities
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

[Signature] 6-3-18 Gary German Captain Sheriff's Dept.
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

[Signature] 6/4/18 KEN R. HOSKINS Det Director Jail
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

[Signature] 6/4/18 Bob Schwartz SR. MAINT. TECH FM
 Evaluator's Signatures Date Evaluator Printed Name Title Dept.

**PURCHASE AGREEMENT
FOR
COUNTERTOPS INCLUDING INSTALLATION**

THIS AGREEMENT dated the 21st day of June 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Seville Woodworks** 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 **Countertops Including Installation**, County of Boone Request for Proposal number **19-07MAY18** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, and Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **May 7, 2018, and the Best and Final Offer #1 dated May 22, 2018** executed by **Chrissy Jones**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018 or project completion, whichever occurs sooner.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Countertops Including Installation at the Boone County Detention Center for a total firm fixed price of \$22,270.00.

4. Delivery of Service - The Contractor agrees to deliver services and perform work upon request of the County and to adhere to project completion times represented in the Contractor's bid response.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Office. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

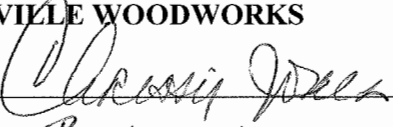
agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

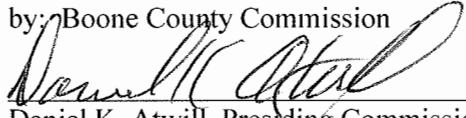
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding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

SEVILLE WOODWORKS

by 
title Business Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

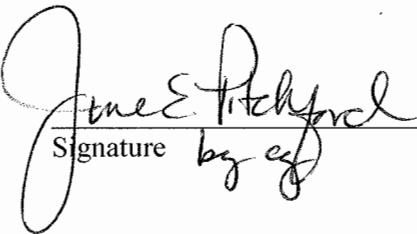
ATTEST:


Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: \$22,270.00


Signature *by ecf*

6/14/18
Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

Revised 1/17/2018



1516 I-70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
Email office@sevillewoodworks.com
Web www.sevillewoodworks.com

May 24, 2018

To: Boone County Purchasing
Liz Palazzolo, CPPO, C.P.M
Senior Buyer

Re: Best and Final Offer (BAFO) Request #1 to RFP 19-07May18 Countertops Including Installation for the Boone County Detention Center

Hello,
Please consider this our best and final offer.

Addressing the list of concerns:

1. Since the job total is less than \$50,000.00, Seville Woodworks is not required to submit a Bid Bond. We are fully insured by Federated Insurance and can provide a certificate upon request.
2. Seville Woodworks fully intends to comply with all terms and conditions of RFP19-07May18. We will provide whatever framing is needed to provide the electrical/wire cable reveal in B-POD and C-POD.
3. Please see the attached completed Best and Final Offer Form #1.

In case you are not familiar with Seville Woodworks, we have been in business in Columbia, Missouri for over 20 years, providing casework for commercial and residential projects throughout the mid-west. We worked with Rhad Baker Construction on the Boone County Courthouse renovation of the 2nd floor east and west courtrooms, providing custom woodwork. We provided the casework (cabinetry and countertops) for the Boone County Emergency Call Center and the Boone County Sheriff's Extension with Little Dixie Construction.

It would be an honor for us to continue our relationship with Columbia and Boone County by providing the new casework in the Boone County Detention Center.

Thank you for the opportunity and please call me with any questions,

A handwritten signature in black ink that reads 'Chrissy Jones'.

Chrissy Jones
Business Manager, Estimator

BEST AND FINAL OFFER FORM #1

BOONE COUNTY, MISSOURI


PROPOSAL NUMER AND DESCRIPTION: 19-07MAY18 – Countertops Including Installation

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By:


Liz Palazzolo, CEPO, C.P.M.
Senior Buyer

Company Name:

Seville Woodworks

Address:

1516 170 complex Ct

Columbia, MO 65201

Telephone: 573-442-4425

Fax: 573-442-5388

Federal Tax ID (or Social Security #):

90-1038905

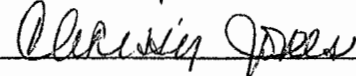
Print Name:

Chrissy Jones

Title:

Business Manager

Signature:



Date:

5.22.18

E-mail:

office@sevillewoodworks.com

**BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMER AND DESCRIPTION: 19-07MAY18 – Countertops Including Installation**

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 19-07MAY18 – Countertops with Installation** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in *bolded and italicized* font.

1. Paragraph 3.1.1(a) has been **REVISED** as follows:

3.1.1(a): *The contractor shall be responsible for providing suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal). In A-Pod Control Room, the contractor shall not be allowed to use existing file cabinets currently being used as new countertop supports.*

2. Sub-paragraph 1.10.1 shall be **ADDED** as follows:

1.10.1 The above BID BOND requirement shall apply if the bidder's total bid price is \$50,000.00 or greater.

3. Paragraph 3.2.1(i) has been **REVISED** as follows:

3.2.1(i): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

4. Paragraph 3.3.1(h) has been **REVISED** as follows:

3.3.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

5. Paragraph 3.4.1(h) has been **REVISED** as follows:

3.4.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

6. Paragraph 3.4.1(i) has been **REVISED** as follows:

3.4.1 (i): Shall include *four (4)* new base cabinets.

7. Paragraph 3.4.1(j) shall be **ADDED** as follows:

3.4.1(j) Countertop 2 shall be installed with an electrical wire/cable "reveal," and be mounted on the existing 2X4 frame substrate.

8. Paragraph 3.5.1(i) has been **REVISED** as follows:

3.5.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

BEST AND FINAL OFFER FORM #3

BAFO REQUEST #1 VENDOR RESPONSE PAGES

*The offeror is advised to complete the following pages as part of the offeror's Best and Final offer #1 Response. If previously submitted information does not change as a result of this BAFO Request #1, then the offeror has the option of not completing the following pages. HOWEVER THE OFFEROR IS ADVISED THAT ADDITIONAL INFORMATION REQUESTS HAVE BEEN INCORPORATED HEREIN, AND THE OFFEROR IS ADVISED TO PROVIDE THE ADDITIONAL INFORMATION BEING REQUESTED AS A RESULT OF THIS BAFO REQUEST – SEE THE **BOLDED AND ITALICIZED FONT**.*

5.1. PRICING:

As applicable to the offeror's choice as described above, the offeror must submit firm, fixed pricing that includes all countertops for A-Pod, B-Pod/Control Room, C-Pod/Control Room, and the Mug Shot Area at the Boone County Detention Center and include all other installation materials and supplies necessary, *including all necessary countertop supports including any framing necessary to provide the countertop reveals needed in the B-Pod Control Room and the C-Pod Control Room*, and including labor and support *including required bonds*, to successfully complete the total countertop replacement project as specified herein.

Line Item 1: **Total Project Price:** \$ 22,270.00

Quote a total firm, fixed price for provision of all countertops, all installation materials *including supports* and supplies, all labor and all other *related* support necessary to successfully perform all work specified herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space:

Countertops for A-Pod:

Identify Brand and Model – Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and installation materials:

Durasein solid surface color choices: Chez Unen, Cumberland, Sandal

Eased 1 1/2" edge

Wilsonart P.LAM - color TBD

A & M support Brackets

Durasein solid surface, Wilsonart PLAM, A&M Brackets

Identification of Materials/Supplies/Labor - <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Durasein C-top	1	995.00	995.00
Durasein C-top	1	290.00	290.00
Wilsonart Cabinets	4	180.00	720.00
A&M Brackets	10	24.00	240.00
Teamwork / Install			3120.00
Total Price for Pod-C/Control Room Countertops			\$ 5,365.00

Countertops for Mug Shot Area:

Identify Brand and Model - Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and installation materials:

Durasein solid surface, Wilsonart PLAM

Identification of Materials/Supplies/Labor - <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Durasein c-top	1	425.00	425.00
Durasein c-top	1	425.00	425.00
Durasein e-top	1	440.00	440.00
Wilsonart Cabinets	2	190.00	380.00
Teamwork / Install			2090.00
Total Price for Mug-Shot Area Countertops			\$ 3,750.00

All Other Cost Components (Identify other cost components, quantity, and unit price below included in the total price quoted as line item 1):

Identification of Item	Quantity	Unit Price Per Each	Sub-Total for The Specific Item
Total Price for All Other Cost Components			\$

Note: The itemized total prices for A-Pod, B-Pod/Control Room, C-Pod/Control Room, the Mug Shot Area and All Other Cost Components must total to the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of countertops and installation similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: Little Dixie Construction
 Contact Name: John States
 Contact's Title: President
 City: Columbia State: MO
 Telephone Number and Area Code: 573-449-7200
 E-mail Address: j1states@ldconst.com
 Description of Equipment/Services Furnished: Cabinets and countertops
 Availability of Reference: M-F 8-5

=====
 Company/Entity Name: SOA - Simon Oswald Architecture
 Contact Name: Brad Stegemann
 Contact's Title: Architect
 City: Columbia State: MO

Telephone Number and Area Code: 573-443-1407

E-mail Address: Stegemann@soa-inc.com

Description of Equipment/Services Furnished: Cabinets, Countertops, Custom Casework

Availability of Reference: M-F 8-5

5.3 Proposed Method of Performance and Contractor Support

Delivery:

Delivery of Work Materials to Site

Step 1: Materials delivered to Work Site:

(NOTE: There is no space at the Boone County Detention Center to house work materials inside.)

45 calendar days After Receipt of Order ARO and Notice to Proceed for the arrival of countertops, materials and supplies to work site.

Step 2: Installation Begins

Project Start Date: Countertops installation shall begin 45 calendar days after Purchase Order and Notice to Proceed are Received by the Vendor.

Step 3: Installation Completion

Project Completion Date: All countertops' installation shall be completed within

15 calendar days after the *above indicated* project start date.

Project Time Line Detail:

The vendor should identify below each task to complete the countertops project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count)
Tear out A-Pod	Remove existing c-tops	1 day
Install new A-Pod	Install Supports / c-tops	3 days
Tear out B-Pod	Remove existing c-tops	1 day

Install new B-Pod	Install cabs, supports, tops	2 days
Tear out C-POD	Tear out existing tops	1 day
Install new C-POD	Install cabs, supports, tops	2 days
Tear out Mug Shot	Remove existing tops	1 day
Install Mug Shot	Install new cabs, tops	1 day

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the countertops, providing direct contact information, days/hours of availability including time to be on-site if needed:

Chrissy Jones and/or Louis Seville, 573-442-4425 or
both available 24/7 Office @ sevillewoodworks
COM

Stock:

Address in the space provided what materials the vendor has on hand and in-stock:

All materials, supplies will come from stock

Direct or Subcontracted Work:

Address in the space provided if the countertops and countertops installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location.

No subcontractors will be used. Only SWW
staff will be on-site

Warranties:

The vendor should state the warranty periods below specific to the countertops. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Countertops/Materials: 10 yrs

Warranty on Labor: 1 yr

Product Repair:

The vendor should address whether the countertop product is repairable and what steps the County may take to repair the product in-house after the product warranty has expired:

Minor scratches can be removed with Green Scotch Brite pad followed with White Scotch Brite pad.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

 ✓ Yes No

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of Boone)

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.

6-1-18
Date

Catherine Jones
Signature

496 88-5211
Social Security Number
or Other Federal I.D. Number

Catherine Jones
Printed Name

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

Nikolaus Brian Levin
Notary Public

My Commission Expires:



Company ID Number: 957475

Approved by:

Employer Seville Woodworks	
Name (Please Type or Print) Catherine C Jones	Title
Signature Electronically Signed	Date 03/23/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/23/2016

Company ID Number: 957475

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Seville Woodworks
Company Facility Address	1516 I-70 Complex Ct Columbia, MO 65201
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	901038905
North American Industry Classification Systems Code	321
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number: 957475

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)

Wilsonart® Laminate



 Wilsonart®

Care & Maintenance

Your decision to purchase Wilsonart Laminate will bring you years of quality performance.

Everyday cleaning of our products is as simple as a quick wipe with a damp sponge. All resist muddy fingerprints, coffee spills and so much more.

Be sure to read and follow the recommended care and cleaning procedures.

Routine Care

To clean the surface, use a damp cloth or sponge and a mild soap or detergent. Rinse thoroughly with warm water and wipe dry.

Difficult stains such as coffee or tea can be removed using a mild household cleaner/detergent and a soft bristled brush, repeating as necessary.

If a stain persists, use a paste of baking soda and water and apply with a soft bristled brush. Light scrubbing for 10 to 20 strokes should remove most stains. Although baking soda is a low abrasive, excessive scrubbing or exerting too much force could damage the decorative surface, especially if it has a gloss finish.

Stubborn stains that resist any of the above cleaning methods may require the use of undiluted household bleach or nail polish remover. Apply the bleach or nail polish remover to the stain and let stand no longer than two minutes. Rinse thoroughly with warm water and wipe dry. This step may be repeated if the stain appears to be going away and the color of the laminate has not been affected. **WARNING:** Prolonged exposure of the laminate surface to bleach will cause discoloration.

Hot pans and heat-producing appliances (such as electric skillets), when set directly upon countertops, can mar the product's beauty. Always use a heat shield, hot pad or trivet.

A Few Notes of Caution

- Acidic or abrasive cleaners can damage laminate surfaces; do not use them.
- Drain cleaners containing lye will permanently damage any Wilsonart Laminate surface. If you spill a drain cleaner, wipe it up immediately and rinse several times with water.
- Hair, textile and food dyes can cause permanent stains. If dye should happen to spill, wipe it up immediately with dishwashing detergent or an all-purpose cleaner.
- Never place pots or dishes directly from the oven or burner on an unprotected laminate surface; such extreme heat can cause cracking or blistering.
- Do not work with oven cleaners on an unprotected countertop. Wipe spills away promptly and rinse several times with water.
- Rust removers contain harsh chemicals which will quickly cause permanent damage. If a spill occurs, wipe off all residue immediately, wash thoroughly with soapy water and rinse several times.
- Steel wool and other abrasive pads will damage Wilsonart Laminate. Don't use them for cleaning and don't store steel wool pads on your countertop; the metal can rust and leave stains.
- Toilet bowl cleaners contain harsh chemicals that can cause permanent damage. If spills occur, wipe up immediately, wash surface with soapy water and rinse several times.

RECOMMENDED HOUSEHOLD CLEANERS

- Windex®
- Glass Plus®
- Fantastik®
- Mr. Clean®
- Formula 409®
- Isopropyl Alcohol (Isopropanol)

*Prolonged exposure to bleach will cause discoloration. When cleaning Wilsonart Laminate, DO NOT use products that contain the following ingredients:

CHEMICAL INGREDIENT	SYNONYMOUS NAMES
Hydrochloric Acid	Muriatic Acid Hydrogen Chloride
Sulfuric Acid	Oleic Acid Oil of Vitriol Oleum
Hydrofluoric Acid	Rust Remover
Phosphoric Acid	Rust Remover
Sodium Hydroxide	Caustic Soda Caustic Lye Soda Lye
Pumice (abrasive)	N/A

Corporate Headquarters
2400 Wilson Place
P.O. Box 6110
Temple, TX 76503-6110
Toll Free: (800) 433-3222
Mon.-Fri. 8:00 am - 5:00 pm CST
Phone (254) 207-7000
Fax (254) 207-2384 (24 Hours)
Internet: www.wilsonart.com

 Wilsonart®



Wilsonart LLC
2400 Wilson Place
Temple, Tx 76504
254-207-7000
Fax: 254-207-2545

WILSONART® LAMINATE LIMITED WARRANTY

WHAT IS COVERED:

Wilsonart® Laminate Sheets

Wilsonart LLC ("Wilsonart") warrants to the original consumer purchaser for one (1) year after date of purchase ("Warranty Period") that, under normal use and service, Wilsonart® Laminate Sheets are free from manufacturing defects and conform to published specifications. This warranty applies only to a Wilsonart Laminate Sheet which has been installed in an interior application and remains installed at that location ("Warranted Product") and is extended only to, and may be enforced only by, the original consumer purchaser. THIS WARRANTY IS NOT TRANSFERABLE. This warranty is expressly conditioned upon submission of proof of date of purchase.

WHAT IS EXCLUDED:

This warranty shall not apply to damage arising from any of the following:

1. Accidents, abuse or misuse;
2. Exposure to extreme temperature;
3. Improper fabrication or installation; or
4. Improper maintenance or repair.

WHAT WILSONART WILL DO IF YOUR CLAIM IS COVERED BY THIS WARRANTY

Wilsonart will provide, at no cost and with delivery prepaid, a Wilsonart® Laminate Sheet to replace the Warranted Product. Wilsonart will not pay for removal of the Warranted Product or for fabrication or installation of the replacement laminate or any other costs. No replacement under the warranty shall extend the Warranty Period.

Any replacement is limited to colors and styles of Wilsonart® Laminate Sheets available at the time of replacement. Exact color matches may not be possible. If the original color or style is no longer available, Wilsonart has the right to substitute another Wilsonart Laminate Sheet of equal or greater value than the Warranted Product.

WHAT YOU NEED TO DO

To make a claim under this warranty, you must contact the Wilsonart Warranty Center at the address listed below before the end of the Warranty Period. You must provide proof of date of purchase, photographs of the Warranted Product and access for inspection for warranty determination by a Wilsonart representative, and thereafter Wilsonart will provide you a determination on your claim.

Wilsonart Warranty Center
2400 Wilson Place
Temple, Texas 76504
877-537-0533... Toll Free

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE EXCLUSIVE LIABILITY OF WILSONART.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN.

WILSONART SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE PURCHASE. WILSONART'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE WILSONART® PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

No agent, dealer, employee or representative of Wilsonart nor any installer, fabricator or other person is authorized to modify the warranty in any respect.

The invalidity of all or a part of any of the provisions of the Limited Warranty shall not affect or invalidate any other provision of the Limited Warranty.

For further assistance or questions, contact Wilsonart at the address or telephone number listed above or at www.wilsonart.com.

Rev. 042913

CARE & CLEANING

CARE & CLEANING

DURASEIN[®] Solid Surface is resistant to heat, stains, and scratching. However, it is not heat, stain or scratch proof. Routine care and maintenance will keep DURASEIN[®] looking new and as great as the day that it was installed.

ROUTINE CARE

- Cleaning with soapy water or ammonia-based cleansers will remove most dirt and stains.
- Stubborn stains can be removed with bleach or bleach-based cleansers or non-abrasive cleansers.
- Do not use harsh chemicals.
- The surface can be damaged by harsh substances, including chemicals such as paint thinner, mineral spirits, acetone or acetone based nail polish remover.

PREVENT HEAT DAMAGE

- As with all countertop materials, it is important to minimize direct heat exposure.
- High temperatures can damage the surface.
- To prevent damage always use hot pads or trivets under frying pans, hot pots or heat-generating appliances (see below)

TO REMOVE MINOR SCRATCHES

Gently rub entire surface with a green Scotch-Brite™ pad in a circular motion. Follow by scrubbing with a white Scotch-Brite™ pad and a non-abrasive cleanser. Use a countertop cleaner designed for solid surfaces to restore gloss.

Note: Dark colors tend to require more attention than lighter colors.

For severe scratches, consult your local DURASEIN® dealer, distributor or fabricator.

Due to their composition and strict manufacturing standards, DURASEIN® products are naturally heat resistant, but they are not indestructible. It is important to minimize direct heat exposure from appliances to protect your surface and investment.

We recommend the following precautions to maintain your countertop and investment:

- Do not place pans from the burner or oven directly on your countertops. Prolonged or extreme heat can cause discoloring and the thermal stress may cause cracking.
- Use heat trivets or hot pads when placing hot objects on any surface. Be sure these trivets or pads are designed to protect surfaces from heat. Towels or other cloths are NOT effective insulators.
- Use a trivet under portable heat generating appliances such as a toaster ovens, electric fry pans and similar devices.
- Allow cookware to cool before placing it into a DURASEIN® sink or on a DURASEIN® countertop.

DOWNLOAD the Care & Cleaning Instructions

RELANG INTERNATIONAL, LLC

7030 Quad Avenue, Suite 3
Rosedale, MD 21237

Toll-Free: 866 509-6494

Fax: 443 545-8500



[HOME](#) / [PRODUCTS](#) / [COMPANY](#) / [TECHNICAL](#) / [INSPIRATION](#) / [NEWS](#) / [CONTACT US](#)

WARRANTY

TEN (10)-YEAR LIMITED WARRANTY

Effective February 24, 2017 - DURASEIN® Solid Surfaces (hereunder "DURASEIN®") hereby warrants to the original residential and/or commercial purchaser of our Solid Surface materials to be free of manufacturing defects for a period of 10 years starting from the date of installation. Our Solid Surfaces must be fabricated and installed in accordance to the DURASEIN® Fabrication and Installation guidelines.

DURASEIN® manufactures finished and ready-to-install products. Accordingly, DURASEIN® hereby warrants to the original purchaser that the finished product is to be free of manufacturing defects for a period of 10 years starting from the date of installation.

DURASEIN® at its sole option will repair or replace such products if they fail due to any manufacturing defect during the first ten years from the date of initial installation, with necessary and reasonable labor charges if justified. All repairs or replacements

hereunder are to be performed by DURASEIN® or its designated agents. Although DURASEIN® shall make its best effort to repair or replace with the best possible color match material; DURASEIN® cannot guarantee the exact color in the event of repair or replacement.

This warranty excludes issues due to the following:

1. Minor conditions such as stains, scratches, water spots and burns, which due to the unique properties of our Solid Surfaces, may be corrected by techniques specified in our Cleaning & Maintenance Instructions;
2. Failure not to comply with our instructions including fabrication, installation, cleaning, maintenance;
3. Any products moved from their original place of installation;
4. Failure or dissatisfaction with appearance of joints or seams, created with solid surface joint adhesive, caulk, or of any other adhesive product;
5. Color variation from any sample material;
6. Failure caused by improper cabinet or substructure support;
7. Misuse or Abuse (intended or unintended including physical or chemical);
8. Damage caused by extreme heat;
9. Damage caused by an act of nature such as fire, flood, earthquakes, wind, rain and other natural causes;
10. Damages from other than manufacturing defect.
11. Normal wear and tear.

The end user must advise DURASEIN® or their designated agent in writing of the product defect prior to the expiration of the warranty period. The end user must also furnish proof of purchase to DURASEIN® from the dealer where they purchased the product(s).

Proof of purchase for the original installation date will be required before warranty service is rendered. This warranty is not transferable in the event that you sell your home or business.

DURASEIN® neither assumes nor authorizes any person or company to act on behalf of DURASEIN® for any decisions regarding this warranty. Final decision will be the responsibility of DURASEIN® for our product(s).

To obtain service under this warranty, call the DURASEIN® toll free number **(1.866.509.6494)** or **Contact Us**.

DOWNLOAD Warranty Information

RELANG INTERNATIONAL, LLC

7030 Quad Avenue, Suite 3

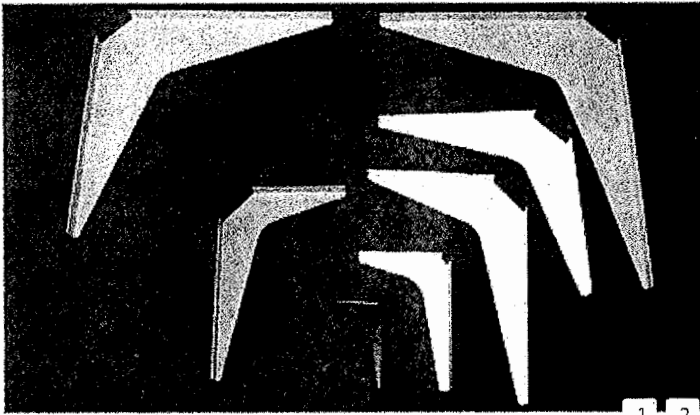
Rosedale, MD 21237

Toll-Free: 866 509-6494



REGULAR BRACKETS

Standard Workstation and Countertop Brackets



Our standard brackets are used for many applications besides countertop support. They also function as workstation brackets, island support brackets, and whatever else our customers can think up!

Standard Bracket Features

- Available in 12 sizes
- 1 1/2" forms with multiple 1/4" mounting holes per side (mounting hardware not included)
- Made of 1/8" steel
- The 10 larger sizes have a 3" x 3" 45 degree notch that allows for wall cleat and wire run clearance
- Very strong: load limit range of 1420 lbs to 2920 lbs per pair
- Reversible design makes brackets versatile & easy to use
- Available in standard textured powder coat finishes including black, white, gray, brown (except US Made) or almond
- All sizes available in Copper, Gold and Silver Powder Coat Veining Finish
- Available in pre-primed finish for your paint
- Available in Imported or Made In the USA
- 3 sizes of Stainless Steel available in Imported or Made In the USA
- 4 sizes available in 1/4" Aluminum
- Packaged in equal quantities of lefts and rights

Get In Touch With Us

2-D Drawings

3-D Drawings

Product Test Data

Applications

Workstation Brackets Pricing

Stainless Steel & Aluminum Brackets Pricing

Liz Palazzolo

From: Microsoft Outlook
To: Seville Woodworks
Sent: Friday, May 18, 2018 3:16 PM
Subject: Relayed: Best and Final Offer Request #1 for RFP 19-07MAY18 - Countertops with Installation

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[Seville Woodworks \(office@sevillewoodworks.com\)](mailto:office@sevillewoodworks.com)

Subject: Best and Final Offer Request #1 for RFP 19-07MAY18 - Countertops with Installation

Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

May 18, 2018

Seville Woodworks
1516 I-70 Complex Court
Columbia, MO 65201

Via E-mail: office@sevillewoodworks.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 19-07MAY18 Countertops Including Installation for the Boone County Detention Center

Dear Ms. Jones:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are four attachments.

The first attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The second attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, a third attachment that is being provided with this letter is the BAFO Request #1 Vendor Response Pages. The offeror is advised to complete the BAFO Request #1 Vendor Response pages in order to ensure that all information necessary for a full evaluation of the proposal has been submitted.

A fourth attachment is a listing of concerns regarding the Seville Woodworks proposal that the County requests Seville Woodworks specifically address in its BAFO #1 Response.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a

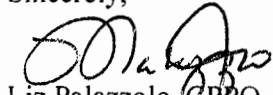
reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a **written sealed response** no later than by Noon (12:00 P.M.) on May 25, 2018. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, BAFO #1 Vendor Response Pages, and BAFO #1 Concerns

**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI**

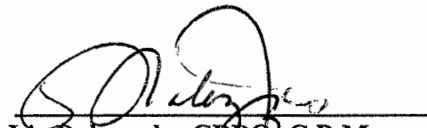
PROPOSAL NUMBER AND DESCRIPTION: 19-07MAY18 – Countertops Including Installation

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By:


Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

BEST AND FINAL OFFER FORM #2

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 19-07MAY18 – Countertops Including Installation

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 19-07MAY18 – Countertops with Installation** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in *bolded and italicized* font.

1. Paragraph 3.1.1(a) has been **REVISED** as follows:

3.1.1(a): *The contractor shall be responsible for providing suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal). In A-Pod Control Room, the contractor shall not be allowed to use existing file cabinets currently being used as new countertop supports.*

2. Sub-paragraph 1.10.1 shall be **ADDED** as follows:

1.10.1 The above **BID BOND** requirement shall apply if the bidder's total bid price is **\$50,000.00** or greater.

3. Paragraph 3.2.1(i) has been **REVISED** as follows:

3.2.1(i): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

4. Paragraph 3.3.1(h) has been **REVISED** as follows:

3.3.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

5. Paragraph 3.4.1(h) has been **REVISED** as follows:

3.4.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

6. Paragraph 3.4.1(i) has been **REVISED** as follows:

3.4.1 (i): Shall include *four (4)* new base cabinets.

7. Paragraph 3.4.1(j) shall be **ADDED** as follows:

3.4.1(j) Countertop 2 shall be installed with an electrical wire/cable “reveal,” and be mounted on the existing 2X4 frame substrate.

8. Paragraph 3.5.1(i) has been **REVISED** as follows:

3.5.1(h): Supports for all countertops: *The contractor shall provide suitable L-shaped metal support brackets (e.g., A&M Hardware brand or equal) sufficient to solidly hold the countertops to cement block walls as well as meet requirements stated in paragraph 3.7.3.*

BEST AND FINAL OFFER FORM #3

BAFO REQUEST #1 VENDOR RESPONSE PAGES

*The offeror is advised to complete the following pages as part of the offeror's Best and Final offer #1 Response. If previously submitted information does not change as a result of this BAFO Request #1, then the offeror has the option of not completing the following pages. HOWEVER THE OFFEROR IS ADVISED THAT ADDITIONAL INFORMATION REQUESTS HAVE BEEN INCORPORATED HEREIN, AND THE OFFEROR IS ADVISED TO PROVIDE THE ADDITIONAL INFORMATION BEING REQUESTED AS A RESULT OF THIS BAFO REQUEST – SEE THE **BOLDED AND ITALICIZED FONT**.*

5.1. PRICING:

As applicable to the offeror's choice as described above, the offeror must submit firm, fixed pricing that includes all countertops for A-Pod, B-Pod/Control Room, C-Pod/Control Room, and the Mug Shot Area at the Boone County Detention Center and include all other installation materials and supplies necessary, *including all necessary countertop supports including any framing necessary to provide the countertop reveals needed in the B-Pod Control Room and the C-Pod Control Room*, and including labor and support *including required bonds*, to successfully complete the total countertop replacement project as specified herein.

Line Item 1: _____ **Total Project Price:** \$ _____

Quote a total firm, fixed price for provision of all countertops, all installation materials *including supports* and supplies, all labor and all other *related* support necessary to successfully perform all work specified herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space:

Countertops for A-Pod:

Identify Brand and Model – Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and installation materials:

Identification of Materials/Supplies/ Labor - <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Pod-A Countertops			\$

Countertops for B-Pod/Control Room:

Identify Brand and Model – Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and cabinets as well as installation materials:

Identification of Materials/Supplies/ Labor - <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Pod-B/Control Room Countertops			\$

Countertops for C-Pod/Control Room:

Identify Brand and Model – Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and cabinets as well as installation materials:

Identification of Materials/Supplies/Labor – <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Pod-C/Control Room Countertops			\$

Countertops for Mug Shot Area:

Identify Brand and Model – Include Manufacturer Product Sheets and other information that addresses the quality and composition of the countertops and installation materials:

Identification of Materials/Supplies/Labor - <i>Include Brand and Model as Applicable</i>	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Mug-Shot Area Countertops			\$

All Other Cost Components (Identify other cost components, quantity, and unit price below included in the total price quoted as line item 1):

Identification of Item	Quantity	Unit Price Per Each	Sub-Total for The Specific Item
Total Price for All Other Cost Components			\$

***Note:** The itemized total prices for A-Pod, B-Pod/Control Room, C-Pod/Control Room, the Mug Shot Area and All Other Cost Components must total to the total project price quoted for line item 1.*

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of countertops and installation similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.3 Proposed Method of Performance and Contractor Support

Delivery:

Delivery of Work Materials to Site

Step 1: Materials delivered to Work Site:

(NOTE: There is no space at the Boone County Detention Center to house work materials inside.)

_____ calendar days *After Receipt of Order ARO and Notice to Proceed for the arrival of countertops, materials and supplies to work site.*

Step 2: Installation Begins

Project Start Date: Countertops installation shall begin _____ calendar days after Purchase Order and Notice to Proceed are Received by the Vendor.

Step 3: Installation Completion

Project Completion Date: *All countertops'* installation shall be completed within

_____ calendar days after the *above indicated* project start date.

Project Time Line Detail:

The vendor should identify below each task to complete the countertops project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count)

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the countertops, providing direct contact information, days/hours of availability including time to be on-site if needed:

Stock:

Address in the space provided what materials the vendor has on hand and in-stock:

Direct or Subcontracted Work:

Address in the space provided if the countertops and countertops installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location.

Warranties:

The vendor should state the warranty periods below specific to the countertops. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Countertops/Materials: _____

Warranty on Labor: _____

Product Repair:

The vendor should address whether the countertop product is repairable and what steps the County may take to repair the product in-house after the product warranty has expired:

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes

_____ No

BEST AND FINAL OFFER FORM #4

Seville Woodworks Best and Final Offer Request #1

Concerns

1. RFP paragraph 1.10 requires a Bid Bond. It is noted that paragraph 1.10.1 has been added with BAFO Request #1 regarding a \$50,000.00 bid threshold. In its original submission, Seville Woodworks did not submit a BID BOND.

In its BAFO #1 Response, Seville Woodworks must comply with the Bid Bond submission requirement stated in RFP paragraphs 1.10 and 1.10.1. As applicable, a Bid Bond must be submitted with the BAFO #1 Response.

2. Several terms in Seville Woodworks "Terms of Proposal" and "Exclusions" contradict requirements of the RFP.

In its BAFO #1 Response, Seville Woodworks must comply with all terms and conditions of RFP 19-07MAY18 – Countertops with Installation. The BAFO #1 Response from Seville Woodworks must state that in the event of conflict the terms and condition of RFP 19-07MAY18 shall supersede and govern Seville Woodworks' "Terms of Proposal" and "Exclusions."

3. Seville Woodworks' proposal addressed an electrical/wire cable reveal for the B-Pod Control Room. The quotation includes a statement that "Blocking and framing..." are not included.

In its BAFO #1 Response, Seville Woodworks must address how it will provide the electrical/wire cable reveal without provision of additional framing, or resolve the inconsistency about framing not being included. In addition, the RFP has been REVISED to include a requirement for a similar reveal for the C-Pod Control Room. Seville Woodworks' BAFO #1 Response must also address this same question for the C-Pod Control Room.

4. Seville Woodworks did not use any RFP forms to submit its proposal. Signature and Vendor Response pages contain specific language about the pricing being complete, firm and fixed that are otherwise missing from the Seville Woodworks' proposal.

Seville Woodworks' BAFO #1 Response must include the completed Best and Final Offer Form #1. It is strongly advised that Seville Woodworks submit all information required by the BAFO Request #1 Vendor Response Pages. The BAFO #1 Response must state that the pricing submitted is firm and fixed total pricing that includes all materials, labor and support, and is quoted FOB Destination Freight Prepaid and Allowed.

Liz Palazzolo

From: Seville Woodworks <office@sevillewoodworks.com>
Sent: Wednesday, May 09, 2018 1:12 PM
To: Liz Palazzolo
Subject: Re: Question for Proposal to RFP 19-07MAY 18 Countertops with Installation

Hello,

That's behind the sheetrock in the walls. There has to be some sort of support inside the walls for the countertops/brackets to attach to- studs, blocking, framing. We are not responsible for supplying anything behind the walls. I believe most if not all of your walls are concrete blocks. We put this statement on all of our proposals.

Thanks,
Chrissy



Seville Woodworks
1516 I70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
www.sevillewoodworks.com



On Wed, May 9, 2018 at 1:06 PM, Liz Palazzolo <LPalazzolo@boonecountymo.org> wrote:

Good afternoon: Regarding the statement in the proposal for the Countertops for the Jail, what does it mean to say that the proposal does not include blocking and framing?

Liz Palazzolo

Senior Buyer

Boone County Purchasing



1516 I-70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
Email office@sevillewoodworks.com
Web www.sevillewoodworks.com

5/7/18

Proposal # 11598R

Job – Boone County Jail – A POD

Proposal Price \$7,790.00

Addendum 1 has been reviewed

Includes: Field Measure, Tear Out and Installation (coordinate installation with staff and IT) @
Prevailing Wage, weekend rate

Does Not Include: Blocking, Framing, Sales Tax

Materials:

Durasein Solid Surface – colors TBD; proposal includes: Chez Linen, Cumberland, or Sandalwood
P-Lam – to closely match Durasein color

-
- Solid Surface countertop approx. 47x136x44x118 x 42" deep, except leg w/ledge – countertop to be 29", ledge to be 10" tall by 6" deep, with 3 cutouts at pass thru slots, supports (Plam clad to closely match solid surface)
 - Solid surface countertop approx. 70 x29, supports
 - Solid surface L-shape countertop approx. 74x 42 deep X 63x42deep, with 4" apron, 1 drawer, 2 cutouts for pass thru slots, supports
 - P-Lam Shelf to replace existing approx. 54 x101 x 9" tall, 1 leg to be 18" wide, 1 leg to be 9" wide
 - Refreshing and repairing as needed – Plam countertop facing outside in admittance and booking area

Please review Terms of Proposal:

- Seville Woodworks is not AWI certified. All work meets or exceeds AWI Custom.
- Items Custom Made to Specifications.
- **Payments will be due upon receipt of invoice. If payment is not received within 30 days, material acquisition and production of custom casework will stop, and a 2% late fee will be added to invoice.**
- Client is responsible for providing current blueprints, specifications, and notes.
- Shop Drawings must be approved by Client before manufacturing of casework can begin. Our shop drawings and proposal are a direct interpretation of the blueprints and specifications. We intend, as your partner, to provide shop drawings on a timely basis for your review. It is impossible to guarantee timely delivery without a proper review and a submittal of all requested information directly related to casework.
- If job total is over \$5,000, deposit of 50% is required within 30 days of approved shop drawings.
- Material Draw of 50% is required for any specialty product i.e. Cambria, 3Form, Lumicor, etc.
- Progress, Shop Drawings Fee, Net 30, WIP or Stored Materials are billable.
- Any alterations or modifications to this Proposal - The price therefore must be agreed upon by the parties in a written "Change Order," before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made in accordance with the terms of the "Change Order".
- Proposal includes cost of Shop Drawings. (Shop Drawings are property of Seville Woodworks.)
- If Proposal includes Laminate and color/style choices have not been specified, this Proposal price is only for 1 color choice for Casework and 1 color choice for countertops.

Exclusions

- Any items listed on material, finish or hardware schedules that are not located or do not have their locations identified in specifications, plans, elevations or sections.
- Concealed backing and blocking; Rubber Base; Metal in wall top supports and structures; Plumbing Hardware; Trash and waste containers
- Off hour installation; Use of CG 2010 1185 additional insured form.
- Signage, lighting or wiring at Reception Desk (if any- job specific); Fabric and acoustical panels, white boards (job specific)
- Any metal or hanging system at wood ceiling planks; Premium Laminates
- Not responsible for delays of job due to delays or backorders from materials manufacturers, or delay of materials selections.
- If job is Installation only, complete payment without retainage is expected.
- On-site consultation and layout.



1516 I-70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
Email office@sevillewoodworks.com
Web www.sevillewoodworks.com

5/7/18

Proposal # 11599R

Job – Boone County Jail – B POD/Control

Addendum 1 has been reviewed

Proposal Price \$5,365.00

Includes: Field Measure, Tear Out and Installation (coordinate installation with staff and IT) @
Prevailing Wage

Does Not Include: Blocking, Framing, Sales Tax

Materials:

Durasein Solid Surface – colors TBD; proposal includes Chez Linen, Cumberland, Odyssey or Sandalwood
P-Lam – to closely match Durasein color

-
- Solid Surface countertop approx. U-shaped 86x196x168 x 30 deep, P-Lam clad supports
 - Solid surface countertop approx. 99 x 22 deep, with wall cap, and around column,
W/electrical/wire cable reveal – mounted on existing 2x4 frame substrate
 - 4– new base cabinets, includes vinyl base

Please review Terms of Proposal:

- Seville Woodworks is not AWI certified. All work meets or exceeds AWI Custom.
- Items Custom Made to Specifications.
- **Payments will be due upon receipt of invoice. If payment is not received within 30 days, material acquisition and production of custom casework will stop, and a 2% late fee will be added to invoice.**
- Client is responsible for providing current blueprints, specifications, and notes.
- Shop Drawings must be approved by Client before manufacturing of casework can begin. Our shop drawings and proposal are a direct interpretation of the blueprints and specifications. We intend, as your partner, to provide shop drawings on a timely basis for your review. It is impossible to guarantee timely delivery without a proper review and a submittal of all requested information directly related to casework.
- If job total is over \$5,000, deposit of 50% is required within 30 days of approved shop drawings.
- Material Draw of 50% is required for any specialty product i.e. Cambria, 3Form, Lumicor, etc.
- Progress, Shop Drawings Fee, Net 30, WIP or Stored Materials are billable.
- Any alterations or modifications to this Proposal - The price therefore must be agreed upon by the parties in a written "Change Order," before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made in accordance with the terms of the "Change Order".
- Proposal includes cost of Shop Drawings. (Shop Drawings are property of Seville Woodworks.)
- If Proposal includes Laminate and color/style choices have not been specified, this Proposal price is only for 1 color choice for Casework and 1 color choice for countertops.

Exclusions

- Any items listed on material, finish or hardware schedules that are not located or do not have their locations identified in specifications, plans, elevations or sections.
- Concealed backing and blocking; Rubber Base; Metal in wall top supports and structures; Plumbing Hardware; Trash and waste containers
- Off hour installation; Use of CG 2010 1185 additional insured form.
- Signage, lighting or wiring at Reception Desk (if any- job specific); Fabric and acoustical panels, white boards (job specific)
- Any metal or hanging system at wood ceiling planks; Premium Laminates
- Not responsible for delays of job due to delays or backorders from materials manufacturers, or delay of materials selections.
- If job is Installation only, complete payment without retainage is expected.
- On-site consultation and layout.



1516 I-70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
Email office@sevillewoodworks.com
Web www.sevillewoodworks.com

5/7/18

Proposal # 11600R

Job – Boone County Jail – C POD/Control

Addendum 1 has been reviewed

Proposal Price \$4,940.00

Includes: Field Measure, Tear Out and Installation (coordinate installation with staff and IT) @
Prevailing Wage

Does Not Include: Blocking, Framing, Sales Tax

Materials:

Durasein Solid Surface – colors TBD; proposal includes Chez Linen, Cumberland, or Sandalwood
P-Lam – to closely match Durasein color

-
- Solid Surface countertop approx. U-shaped 86x196x168 x 30 deep, P-Lam clad supports
 - Solid surface countertop approx. 99 x 22 deep, with wall cap, and around column
 - 3 – new base cabinets, includes vinyl base

Please review Terms of Proposal:

- Seville Woodworks is not AWI certified. All work meets or exceeds AWI Custom.
- Items Custom Made to Specifications.
- **Payments will be due upon receipt of invoice. If payment is not received within 30 days, material acquisition and production of custom casework will stop, and a 2% late fee will be added to invoice.**
- **Client is responsible for providing current blueprints, specifications, and notes.**
- **Shop Drawings must be approved by Client before manufacturing of casework can begin. Our shop drawings and proposal are a direct interpretation of the blueprints and specifications. We intend, as your partner, to provide shop drawings on a timely basis for your review. It is impossible to guarantee timely delivery without a proper review and a submittal of all requested information directly related to casework.**
- If job total is over \$5,000, deposit of 50% is required within 30 days of approved shop drawings.
- Material Draw of 50% is required for any specialty product i.e. Cambria, 3Form, Lumicor, etc.
- Progress, Shop Drawings Fee, Net 30, WIP or Stored Materials are billable.
- Any alterations or modifications to this Proposal - The price therefore must be agreed upon by the parties in a written "Change Order," before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made in accordance with the terms of the "Change Order".
- Proposal includes cost of Shop Drawings. (Shop Drawings are property of Seville Woodworks.)
- If Proposal includes Laminate and color/style choices have not been specified, this Proposal price is only for 1 color choice for Casework and 1 color choice for countertops.

Exclusions

- Any items listed on material, finish or hardware schedules that are not located or do not have their locations identified in specifications, plans, elevations or sections.
- Concealed backing and blocking; Rubber Base; Metal in wall top supports and structures; Plumbing Hardware; Trash and waste containers
- Off hour installation; Use of CG 2010 1185 additional insured form.
- Signage, lighting or wiring at Reception Desk (if any- job specific); Fabric and acoustical panels, white boards (job specific)
- Any metal or hanging system at wood ceiling planks; Premium Laminates
- Not responsible for delays of job due to delays or backorders from materials manufacturers, or delay of materials selections.
- If job is Installation only, complete payment without retainage is expected.
- On-site consultation and layout.



1516 I-70 Complex Ct.
Columbia, MO 65201

Phone 573.442.4425
Fax 573.442.5388
Email office@sevillewoodworks.com
Web www.sevillewoodworks.com

5/7/18

Proposal # 11601R

Job – Boone County Jail – Mug Shot Area and Fingerprint Area

Addendum 1 has been reviewed

Proposal Price \$3,750.00

Includes: Field Measure, Tear Out and Installation (coordinate installation with staff and IT) @
Prevailing Wage

Does Not Include: Blocking, Framing, Sales Tax

Materials:

Durasein Solid Surface – colors TBD; proposal includes Chez Linen, Cumberland, or Sandalwood
P-Lam – to closely match Durasein color

-
- Solid Surface countertop 120x30 w/ 2 black P-lam end panels
 - Solid surface countertop 120x30 – to fit over existing desk top

 - Solid surface countertop 67x25, 1 sink cutout
 - PLam Sink base, 1 Base cab, includes vinyl base (does not include sink/faucet/plumbing)

Please review Terms of Proposal:

- Seville Woodworks is not AWI certified. All work meets or exceeds AWI Custom.
- Items Custom Made to Specifications.
- **Payments will be due upon receipt of invoice. If payment is not received within 30 days, material acquisition and production of custom casework will stop, and a 2% late fee will be added to invoice.**
- **Client is responsible for providing current blueprints, specifications, and notes.**
- **Shop Drawings must be approved by Client before manufacturing of casework can begin. Our shop drawings and proposal are a direct interpretation of the blueprints and specifications. We intend, as your partner, to provide shop drawings on a timely basis for your review. It is impossible to guarantee timely delivery without a proper review and a submittal of all requested information directly related to casework.**
- If job total is over \$5,000, deposit of 50% is required within 30 days of approved shop drawings.
- Material Draw of 50% is required for any specialty product i.e. Cambria, 3Form, Lumicor, etc.
- Progress, Shop Drawings Fee, Net 30, WIP or Stored Materials are billable.
- Any alterations or modifications to this Proposal - The price therefore must be agreed upon by the parties in a written "Change Order," before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made in accordance with the terms of the "Change Order".
- Proposal includes cost of Shop Drawings. (Shop Drawings are property of Seville Woodworks.)
- If Proposal includes Laminate and color/style choices have not been specified, this Proposal price is only for 1 color choice for Casework and 1 color choice for countertops.

Exclusions

- Any items listed on material, finish or hardware schedules that are not located or do not have their locations identified in specifications, plans, elevations or sections.
- Concealed backing and blocking; Rubber Base; Metal in wall top supports and structures; Plumbing Hardware; Trash and waste containers
- Off hour installation; Use of CG 2010 1185 additional insured form.
- Signage, lighting or wiring at Reception Desk (if any- job specific); Fabric and acoustical panels, white boards (job specific)
- Any metal or hanging system at wood ceiling planks; Premium Laminates
- Not responsible for delays of job due to delays or backorders from materials manufacturers, or delay of materials selections.
- If job is Installation only, complete payment without retainage is expected.
- On-site consultation and layout.

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
COUNTERTOPS INCLUDING INSTALLATION**

RFP # 19-07MAY18

Release Date: April 4, 2018

**Includes Pre-proposal Conference with Site Visit
Scheduled for April 13, 2018 starting at 10:00A.M.**

Note: Bid Bond Required

**Submittal Deadline:
May 07, 2018
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 19-07MAY18 – COUNTERTOPS INCLUDING INSTALLATION

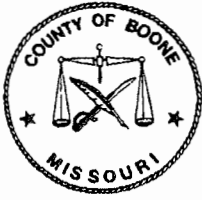
Sealed proposals will be accepted until **2:00 P.M. on MAY 7, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Wednesday, April 4, 2018
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with countertops and installation as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **May 7, 2018** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.

- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on May 7, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., April 25, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

1.9 Preproposal Conference and Site Tour: **A preproposal conference and site tour of the Boone County Detainee Center** located at 2121 County Drive in Columbia, Missouri will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring the countertops, and ask questions about the County's requirements. **The Preproposal Conference and Tour will be conducted at 10:00 A.M. on Friday April 13, 2018.**

a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Bid Bond Requirement - Requirement of Submitting Bid:

In the event that the vendor decides to prepare and submit an offer to Boone County, then a Bid Bond shall be required and submitted with the proposal response as follows:

Bid Bond Required: A bid bond or certified check made payable to Boone County, in the amount of 5% of the total project price quoted on the Vendor Response and Pricing Pages **shall accompany the proposal response as a guarantee that the offeror,** if awarded the contract, will furnish a satisfactory Performance and Payment Bond as described above; execute the contract; and proceed with the work. Upon failure to do so, the offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the offeror shall excuse the offeror or entitle the offeror to a return of the deposit or Bid Bond. Failure to include the Bid Bond may result in finding the offer unacceptable to the County without further evaluation.

1.11 Brand Name or Equal:

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Detention Center.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 **Introduction:**

2.1.1 This document constitutes a request for sealed proposals for **Countertops Including Installation for the Boone County Detention Center** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts including a separate download for the prevailing wage order:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Work Authorization Certification
- 8) Affidavits (OSHA, Prevailing Wage Law)
- 9) Samples of Bonds
- 10) "No Bid" Response Form
- 11) Boone County Standard Terms and Conditions
- 12) Prevailing Wage No. 24 – separate download

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide specified countertops, conduct site-preparation by removing and disposing of existing countertops, and installing the countertops at the Boone County Detention Center.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote firm and fixed pricing for on the Vendor Response and Pricing Pages for all countertops, materials, supplies, and labor necessary to perform all tasks as specified in this Request for Proposal.

2.2. Background Information:

2.2.1 Background: The Boone County Detention Facility located at 2121 County Drive in Columbia, Missouri is an adult detention facility that provides safe and secure incarceration of persons taken into confinement by order of a qualified court or as otherwise allowed by law. The Boone County Detention Center serves as the local detention facility for adult male and female inmates of various classifications

including pre-trial and pre-sentence status, sentenced status, and post-sentence status and civil commits. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at:
<http://www.showmeboone.com>.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall provide and install new countertops, including all materials and supplies necessary for successful completion, to replace existing countertops currently in place at the Boone County Detention Center in A-Pod, B-Pod/Control Room, C-Pod/Control Room and the Mug Shot Area.
- a. The contractor may use existing countertop supports, however, if the existing support cannot be used, the contractor shall be responsible for providing all necessary countertop supports as part of the project.
- 3.1.2 The contractor shall remove and dispose of existing countertops at the Boone County Detention Center in A-Pod, B-Pod/Control Room, C-Pod/Control Room and the Mug Shot Area. All disposal shall comply with all applicable local, state and federal laws, rules and regulations. Costs of removal and disposal shall be built into the total project cost quoted on the Vendor Response and Pricing Pages of the contract; the County shall not pay additionally for removal and disposal.
- 3.1.3 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for countertops removal and installation.

3.2 Countertops Requirements For the A-Pod:

- 3.2.1 The contractor shall provide countertops for the A-Pod that meets the following specifications:
- a. Durasein Solid Surface, or approved equal;
- b. Color: Any one of the following: Chez Linen, Cumberland, or Sandalwood P-Lam, or equal;
- c. Countertop 1 Size: Minimum 47" X 136" X 44" X 118" (wrap-around countertop);
- d. Countertop 1 Depth: Minimum 32" with exception of ledge cut which shall be Minimum 29";
- e. Countertop 1 Ledge: Minimum 10" tall by minimum 6" deep with cut-outs at pass-through slots;
- f. Countertop 2 Solid Surface: Minimum 70" X 29";
- g. Countertop 3 Solid Surface L-Shaped Countertop: Minimum 74" X 18" deep by 63" X 25" deep that includes a minimum 4" apron, one (1) drawer and two (2) cut-outs for pass-through slots with supports;
- h. Shelf: Plastic laminate, minimum 54" X 101" X 9" tall; one (1) leg shall be a minimum 18" wide; second leg shall be minimum 9" wide;

- i. Supports for all countertops: Plastic-laminate clad that match color of solid countertop surface;
- j. Supports Size: Solid Surface supports minimum 70" X 29" countertop.

3.3 Countertops Requirements For the B-Pod/Control Room:

3.3.1 The contractor shall provide countertops for the B-Pod/Control Room that meet the following specifications:

- a. Durasein Solid Surface, or approved equal;
- b. Color: Any one of the following: Chez Linen, Cumberland, or Sandalwood P-Lam, or equal;
- c. Countertop 1 Shape: U-shaped;
- d. Countertop 1 Size: Minimum 86" X 196" X 168";
- e. Countertop 1 Depth: Minimum 30";
- f. Countertop 2 Size: Minimum 99" X 22" with wall cap and around column;
- g. Countertop 2 Depth: Minimum 22";
- h. Supports for both countertops: Plastic laminate clad that matches color of solid surface countertop;
- i. Shall include three (3) new base cabinets.

3.4 Countertop Requirements For the C-Pod/Control Room:

3.4.1 The contractor shall provide countertops for the C-Pod/Control Room that meet the following specifications:

- a. Durasein Solid Surface, or approved equal;
- b. Color: Any one of the following: Chez Linen, Cumberland, or Sandalwood P-Lam, or equal;
- c. Countertop 1 Shape: U-shaped;
- d. Countertop 1 Size: Minimum 86" X 196" X 168" X 30"
- e. Countertop 1 Depth: Minimum 30"
- f. Countertop 2 Size: Minimum 99" X 22" with wall cap around column
- g. Countertop 2 Depth: Minimum 22"
- h. Supports for both countertops: Plastic laminate clad that matches color of solid surface countertop
- i. Shall include three (3) new base cabinets.

3.5 Countertops Requirements For the Mug Shot Area:

3.5.1 The contractor shall provide countertops for the Mug Shot Area that meet the following specifications:

- a. Durasein Solid Surface, or approved equal
- b. Color: Any one of the following: Chez Linen, Cumberland, or Sandalwood P-Lam, or equal
- c. Countertop 1 Size: Minimum 72" X 36" with two (2) black plastic laminate end panels

- d. Countertop 1 Depth: Minimum 36"
- e. Countertop 2 Size: Minimum 63" X 38" to fit over existing desk-top
- f. Countertop 2 Depth: 38"
- g. Countertop 3 Size: Minimum 99" X 27" with one (1) black end panel, and four (4) grommets
- h. Countertop 3 Depth: Minimum 27"
- i. Supports for countertops: Plastic laminate clad that matches color of solid surface countertop.

3.6 Site Preparation Requirements:

- 3.6.1 Site Preparation: At no additional cost to the County, and prior to installation of any countertops, the contractor must remove and dispose of all countertops.
- 3.6.2 The contractor shall remove anything such as paint, sealer, grease, oil and other materials that will interfere with successful installation of the countertops. No installation shall occur if the installation site is not considered clean, i.e., without full removal of all pre-existing site materials and residuals.
- 3.6.3 The contractor must patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
- 3.6.4 As necessary, the contractor must install temporary signage, reflectorized striped safety tape, etc. in work areas as may be needed for safety.

3.7 Installation Requirements and Responsibilities:

- 3.7.1 The contractor shall fully install all countertops in accordance with all applicable manufacturer recommendations using experienced personnel.
- 3.7.2 All installation must be coordinated with the County's designees including the Sheriff's Department and the County Information Technology Department. The contractor shall understand and agree that the County may require night-work, i.e., that installation may be scheduled outside normal business hours.

3.8 Repair and Clean-Up Responsibilities As Result of Contract Work:

- 3.8.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor's employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.
 - a. Disposal of Construction and Demolition Waste: The contractor shall be responsible for disposal of waste (old countertops, etc.) in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste

shall remain on site. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. Upon completion of installation, the contractor shall return all moldings to the original locations.

- b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.
- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.

3.9 Repair or Replacement of Damaged Product:

3.9.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to Boone County. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3.10 Warranty:

3.10.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. All materials provided by the contractor shall be new material and of high quality. At minimum, the contractor shall provide the manufacturer's standard product warranty on all countertops and other materials/supplies used to complete the project.

- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding products purchased under the contract.
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty shall commence upon delivery and acceptance of the item(s) by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
- e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

- 1) Correction or Removal of Defective Work: Regarding installation work conducted on the project, if required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

3.11 Contractor Employee Screening and Security

3.11.1 The contractor shall comply with the following screening and security requirements:

- a. All contractor personnel, including any subcontractor personnel, will need to undergo a Missouri Uniform Law Enforcement System (MULES) background check prior to entering the facility. Full names, social security numbers and the date of birth for all personnel will be required. Additionally, all personnel will be required to obtain security clearance before entering the facility for observation.
- b. This portion is to be coordinated with the Boone County Sheriff Department. The contractor must provide all requested back-ground information. Also, ID badges may be issued as needed by the Boone County Sheriff Department.
- c. Any subcontractors, if authorized by the Boone County Sheriff Department administrator or designee, must also pass a background check as described herein.
- d. The Boone County Sheriff Department administrator or designee shall have the sole right, at any time, to reject any such employee who it determines, in its sole discretion, poses a risk or potential risk to the security or operations of the Boone County Detention Facility or Sheriff Department.

3.12 General Employee Conduct Requirements:

- 3.12.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.
- 3.12.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to

furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

3.13 Prevailing Wage Requirements:

3.13.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen 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 Purchasing Department. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman 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 pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he 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.

- a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.

- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.

- e. After completion of the work and before final payment can be made under this contract, the contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to the contractor a project which is determined to be applicable to prevailing wage law.

3.14 Invoice and Payment Requirements:

- 3.14.1 The contractor must submit an itemized invoice upon completion of all countertops installation and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.
- 3.14.2 The contractor's invoice and as applicable packing slips and delivery tickets must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.
- 3.14.3 Payments: For any project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:
- a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
 - b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
 - c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.
 - d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the contractor, and the total amount of such costs will be included in the total project cost.
 - e. The contractor shall pay for all materials, supplies, services, and equipment as follows:
 - 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
 - 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the

balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.14.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3.14.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

3.15 Work Changes:

3.15.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the County, either (a) by an acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own staff or under separate contract with another contractor.

3.16 Transient Employers:

3.16.1 Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

3.17 Protection Of Work:

3.17.1 The contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

3.18 Insurance Requirements:

3.18.1 The contractor shall not commence work under the contract until the contractor has 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.

- a. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the 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 the 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.

- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- i. The 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. **The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- g. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of

Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar 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.

- h. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - i. 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.
 - ii. 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.
 - iii. **Certificate Holder:** The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

Boone County
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

3.19 Other Contract Terms and Conditions:

3.19.1 **Assignment/Conveyance/Transfer of Contract:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.19.2 **Assignment of Payment:** No money due at the time or which may become due, and no claim of any character because of any performance or breach of the

contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

- a. No assignment by the contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

- 3.19.2 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal.
- 3.19.3 Liquidated Damages: Liquidated damages in the amount of \$250.00/day will be assessed for all calendar days exceeding the project completion date.
- 3.19.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.19.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.19.6 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 3.19.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.
- 3.19.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.

- 3.19.9 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 3.19.10 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 3.19.11 Legal Requirements: The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 3.19.12 Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein. The contractor shall comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his 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 the 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.
- 3.19.13 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.
- 3.19.14 Overhead Line Protection: 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. The contractor shall understand and agree that it 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, the 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 the 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. The 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.

3.19.15 OSHA Program Requirements: The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the contractor on-site which meets the requirements of 292.675 RSMo.

- a. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- b. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the contractor.

3.19.16 Bonds Requirements: If the contract is valued at \$50,000 or greater, then the following bond requirements shall apply:

- a. Performance Bond and Labor and Material Payment Bond: Upon award of the contract, the contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided by the County (see sample herein), each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of all contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills related to performance of contract tasks.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on May 7, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact

on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

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

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

- 4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County. The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 Evaluation of the Vendor's Experience and Reliability: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing countertops including installation to other customers including public entities such as Boone County.
- a. Name other customers and/or, government agencies/municipalities for which the vendor has provided countertops and installation in the last three (3) years and provide a current contact name, email address and phone number for each account.
- 4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the countertops project at the Boone County Detention Center. The offeror is provided a section on the Vendor Response and Pricing Pages where the offeror is strongly encouraged to confirm adherence to each stated RFP requirements and to also elaborate as necessary. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor "Complies" or "Understands" the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor's product capabilities.

4.5.8 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

REMINDER: A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

5.1. PRICING:

As applicable to the offeror's choice as described above, the offeror must submit firm, fixed pricing that includes all countertops for A-Pod, B-Pod/Control Room, C-Pod/Control Room, and the Mug Shot Area at the Boone County Detention Center and include all other installation materials and supplies necessary, including labor and support, to successfully complete the total countertop replacement project as specified herein.

Line Item 1: Total Project Price: \$ _____

Quote a total firm, fixed price for provision of all countertops, all installation materials and supplied, all labor and all other support necessary to successfully perform all work specified herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space:

Countertops for A-Pod:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Pod-A Countertops			\$

Countertops for B-Pod/Control Room:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item

Total Price for Pod-B/Control Room Countertops			\$

Countertops for C-Pod/Control Room:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Pod-C/Control Room Countertops			\$

Countertops for Mug Shot Area:

Identification of Materials/Supplies/Labor	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
Total Price for Mug-Shot Area Countertops			\$

All Other Cost Components (Identify other cost components, quantity, and unit price below included in the total price quoted as line item 1):

Identification of Item	Quantity	Unit Price Per Each	Sub-Total for The Specific Item
Total Price for All Other Cost Components			\$

Note: The itemized total prices for A-Pod, B-Pod/Control Room, C-Pod/Control Room, the Mug Shot Area and All Other Cost Components must total to the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of countertops and installation similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.3 Proposed Method of Performance and Contractor Support

Delivery:

Delivery of Work Materials to Site

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order:

_____ calendar days ARO for countertops, materials and supplies.

Project Start Date: Countertops installation shall begin _____ calendar days ARO after Purchase Order and Notice to Proceed are Received by the Vendor.

Project Completion Date: Countertops installation shall be completed within _____ calendar days after the project start date.

Project Time Line Detail:

The vendor should identify below each task to complete the countertops project at the Boone County Detention Center with a projected time frame in calendar days (full/partial) to complete each task in the chart below:

Project Task	General Description of What Is To Be Done	Number of Calendar Days to Complete (give full and partial count)

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding all warranty issues for the countertops, providing direct contact information, days/hours of availability including time to be on-site if needed:

Stock:

Address in the space provided what materials the vendor has on hand and in-stock:

Direct or Subcontracted Work:

Address in the space provided if the countertops and countertops installation will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the removal and installation work. If any subcontractors are to be used, then identify the subcontractor by name and location.

Warranties:

The vendor should state the warranty periods below specific to the countertops. The warranty shall commence upon delivery and acceptance of the supplies and completion of work by Boone County.

Warranty on Countertops/Materials: _____

Warranty on Labor: _____

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo
Senior Buyer



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

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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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

Options

- _____ 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 – see following page*) 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 must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

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:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public

Performance Bond Exhibit – To Be Completed At Time of Award

The following is informational. Any performance bond prepared under a contract awarded by this RFP shall follow this format.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
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 _____ 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:

**CONTRACT NUMBER 19-05MAY18
BOONE COUNTY DETENTION CENTER COUNTERTOPS PROJECT
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or 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 _____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____
(Attorney-In-Fact)

BY: _____
(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: _____

Phone Number: _____

Address: _____

Labor and Material Bond Exhibit – To Be Completed At Time of Award

The following is informational. Any labor and material bond prepared under a contract awarded by this RFP shall follow this format.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____,

_____ a corporation organized under the laws of the State of _____, 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 below defined, in the amount of

_____ 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

**CONTRACT NUMBER 19-05MAY18
BOONE COUNTY DETENTION CENTER COUNTERTOPS PROJECT
BOONE COUNTY, MISSOURI**

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 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 _____ on this _____ day of _____ 20_____.

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

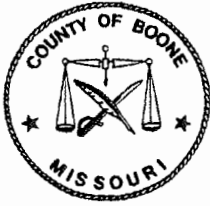
BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: _____

Phone Number: _____

Address: _____



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

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

Bid: RFP #19-07MAY18 – Countertops with Installation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

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.

Revised 1/17/2018

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction)\Lineman			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction/Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

313-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

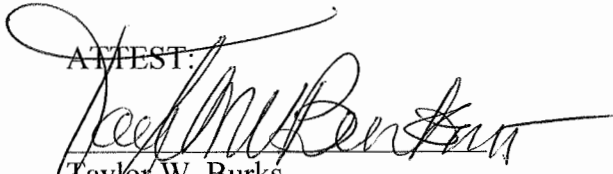
Term. 20 18

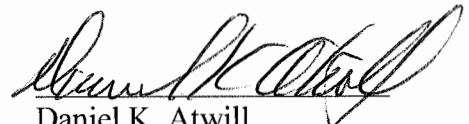

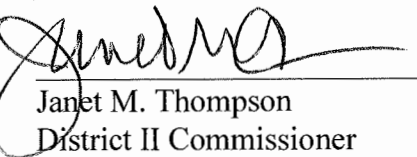
In the County Commission of said county, on the 21st day of June 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Sourcewell (formerly NJPA) cooperative contract 021815-KBA to purchase one Kubota Tractor from Farm & Power-Lawn & Leisure, Inc. of Columbia, Missouri.

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

Done this 21st day of June, 2018

ATTEST:

Taylor W. Burks
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

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 14, 2018
RE: Cooperative Contract: 021815-KBA – Kubota Tractor

Emergency Management Operations requests permission to utilize the Sourcewell (formerly NJPA) cooperative contract *021815-KBA* to purchase one (1) Kubota Tractor from Farm & Power-Lawn & Leisure, Inc. of Columbia, Missouri.

Total cost of contract is \$16,561.85 and will be paid from department 2702 – Emergency Management Operations, account 91400 – Auto / Trucks. \$17,000.00 was budgeted.

cc: Della Luster, Tom Hurley / Emergency Management
Contract File

**PURCHASE AGREEMENT
FOR
KUBOTA TRACTOR**

THIS AGREEMENT dated the 21st day of June, 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Farm & Power-Lawn & Leisure, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **Kubota Tractor D1105**, Farm & Power-Lawn & Leisure, Inc. quotation number 1068824 dated June 11, 2018, Sourcewell cooperative contract **021815-KBA** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract **021815-KBA** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Kubota Tractor as follows:

Kubota Tractor D1105: V Series RTV-X1140WL-A	\$19,343.00
22% Discount from List	(\$4,275.48)
Sub-Total	\$15,158.52
Dealer Assembly	\$623.33
Freight Cost	\$380.00
PDI	\$400.00
Grand Total:	\$16,561.85

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 days after receipt of order. Delivery shall be to Boone County Emergency Management, Attn: Della Luster, 2145 E. County Drive, Columbia, MO 65202.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

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

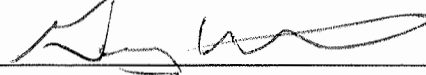
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **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:

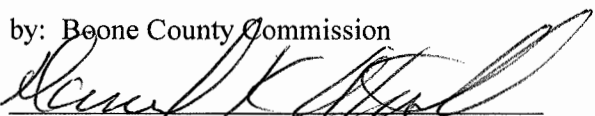
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

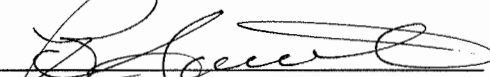
FARM & POWER-LAWN & LEISURE, INC.

by 
title Manager


BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

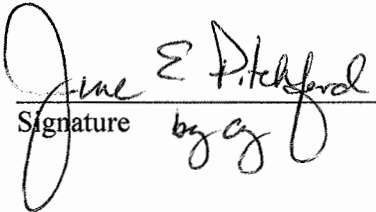
APPROVED AS TO FORM:


County Counselor

ATTEST:


County Clerk

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


Signature by JEP

6/14/18
Date

2702-91400 - \$16,561.85
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



GM - 062117, CE - 042815, AG - 021815
 NJPA Arkansas 4600031466
 NJPA Delaware GSS-13673

RTV-X1140WL-A WEB QUOTE #1068824
 Date: 6/11/2018 1:32:42 PM
 -- Customer Information --
 LUSTER, DELLA
 BOONE COUNTY EMERGENCY MGT
 DLUSTER@BOONECOUNTYMO.ORG
 573-554-7900

Quote Provided By
 FARM POWER-LAWN & LEISURE INC
 GARY WERKMEISTER
 1702 BUSINESS LOOP 70 E.
 COLUMBIA, MO 65201
 email:
 XFARMPOWERLAWN@MCHSI.COM
 phone: 5734421139

- Standard Features -

- Custom Options -



V Series RTV-X1140WL-A
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 60 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15mph
 High 0 - 25 mph
 Reverse 0 - 17mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.6qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

TIRES AND WHEELS

ATV: Front/Rear 25 x 10 - 12, 6 ply

KEY FEATURES

Digital Multi-meter
 Speedometer
 Front Independent Adjustable Suspension
 Rear Independent Adjustable Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench front seats
 with driver's side seat adjustment
 Rear Bench Seat
 Underfrontseat Storage Compartments
 Lockable Glove Box
 Front Guard (radiator guard and bumper)
 Factory Spray-on Bedliner - "L" Models Only

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928
 ROPS
 Hom
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts
 Rear Protection Screen

DIMENSIONS

Width 63.2 in
 Height 79.7 in
 Length 142.1 in
 Wheelbase 98.2 in
 Tow Capacity 1300 lbs
 Ground Clearance F/R 11.2in / 9.4in
 Suspension Travel 8.0 in
 Turning Radius 17.1 ft

RTV-X1140WL-A Base Price: \$16,972.00	
(1) PLASTIC CANOPY (BLACK) VC5043-PLASTIC CANOPY (BLACK)	\$569.00
(1) TEMPERED GLASS WINDSHIELD VC5025-TEMPERED GLASS WINDSHIELD	\$743.00
(1) WORKLIGHTS LED FRONT (2) 77700-VC5050-WORKLIGHTS LED FRONT (2)	\$199.00
(1) WIRE HARNESS KIT / MULTIPLE ACCESY 77700-VC5080-WIRE HARNESS KIT / MULTIPLE ACCESY	\$126.00
(1) WORKLIGHTS LED REAR (1) 77700-VC5051A-WORKLIGHTS LED REAR (1)	\$172.00
(1) TURN SIGNAL/HAZARD LIGHT KIT K7591-99610-TURN SIGNAL/HAZARD LIGHT KIT	\$277.00
(1) REARVIEW MIRROR - ROPS MODELS 77700-V4358-REARVIEWMIRROR - ROPS MODELS	\$31.00
(1) BACKUP ALARM K7591-99640-BACKUP ALARM	\$137.00
(1) WIPER KIT (172 DEGREE) 77700-VC5030-WIPER KIT (172 DEGREE)	\$208.00
Configured Price:	\$19,434.00
NJPA Discount: <i>22%</i>	(\$4,275.48)
SUBTOTAL:	\$15,158.52
Dealer Assembly:	\$623.33
Freight Cost:	\$380.00
PDI:	\$400.00

Total Unit Price: \$16,561.85
 Quantity Ordered: 1
 Final Sales Price: \$16,561.85

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Contract Award
RFP 021815 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Kubota Tractor Corporation Date: 02/11/15

Company Address: 3401 Del Amo Blvd.

City: Torrance State: CA Zip: 90503

Contact Person: Tim L. Bauer Title: National Accounts Manager

Authorized Signature (ink only): *Tim L. Bauer* _____
Tim L. Bauer
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815 # AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

Kubota Tractor Corporation

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 17, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten signature]
NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this

17th

day of

March

, 20

15

NJPA Contract Number 021815-KBA

NJPA Authorized signature:

[Handwritten signature]
NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this

17th

day of

March

, 20

15

NJPA Contract Number 021815-KBA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name KUBOTA TRACTOR CORPORATION

Vendor Authorized signature:

[Handwritten signature]

TODD STUCKE
(Name printed or typed)

Title: VP Sales & Marketing / Product Support

Executed this

25th

day of

March

, 20

15

NJPA Contract Number 021815-KBA

Form C

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Kubota Tractor Corporation

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.H/3.31/14	Certificate of Insurance	Insurers issuing certificates will not provide the advance notice of cancellation. If awarded a contract, it will be Kubota's responsibility to provide the notice to NJPA, as Kubota's insurance policies are not designed to accommodate this request.	See Clarification #1
9.T/9.32/37	Affirmative Action	Kubota operates under California law, where there are no affirmative action requirements.	See Clarification #2

Proposer's Signature: Tom P. Bauer

Date: 02/11/15

NJPA's clarification on exception/s listed above:

- The section referenced in the above proposed exception is not current. There is no provision in the RFP regarding notification of cancelled insurance.
- This provision is meant as a notice to Kubota in the event an NJPA Member does have affirmative action requirements for the Vendors it works with and Kubota has the requisite employees located in that particular Member state to trigger the affirmative action provisions in that state. The correct Section and page number for this proposed exception is 8.P/8.27/34.



PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Kubota Tractor Corporation

Contact Person for Questions: Tim L. Bauer

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: Kubota Tractor Corporation (KTC)

City/State/Zip: Torrance, CA 90503

Telephone Number: (310) 370-3370

Fax Number: (844) 582-1581

E-mail Address: tim.bauer@kubota.com

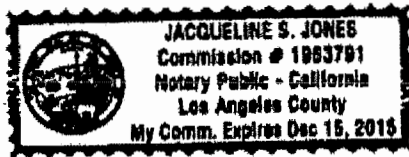
Authorized Signature: *Tim L. Bauer* *Tim L. Bauer*

Authorized Name (typed): Tim L. Bauer

Title: National Accounts Manager

Date: 02/11/15

Notarized



Subscribed and sworn to before me this 16th day of February, 2015

Notary Public in and for the County of Los Angeles State of California

My commission expires: Dec. 15, 2015

Signature: *Jacqueline S. Jones*

Form P



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Kubota Tractor Corporation (KTC)

Questionnaire completed by: Tim L. Bauer

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

Net 45 Days

2) Identify any applicable leasing or other financing options as defined herein.

1. Kubota Leasing – Full line of leasing products to fit every customer need.
2. Kubota Tractor Acceptance Corporation (KTAC) - Kubota-Endorsed Property Damage Insurance Policy

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

1. Quote is generated by the National Account Department
2. Purchase order to generated to KTC
3. Order is entered in the system
4. Delivering dealer is contacted and informed of pending order
5. Delivery report is generated instructing the dealer how to build the product and set it up.
6. Dealer makes the delivery and member signs the delivery report indicating he has received what they ordered.

4) Do you accept the P-card procurement and payment process?

Not Applicable

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Warranty is a written guarantee by the manufacturer of a product, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means that the Warranty is for a specified period of time, and has certain other restrictions. Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement

will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Kubota parts, or parts that have been approved by Kubota.

Please see folder titled "Form "P" Supporting Documents and a file "Kubota 2015 Warranty Book"

6) Do all warranties cover all products/equipment parts and labor?

Yes. This warranty covers defects in materials or workmanship of Genuine Kubota parts only. Certain accessories are sold by Kubota, but are covered under the manufacturer's original warranty. These include, but are not limited to: SuperWinch, REI Radio, Etc.

Please see folder titled "Form "P" Supporting Documents and a file "Kubota 2015 Warranty Book"

7) Do warranties impose usage limit restrictions?

Yes. This Warranty does NOT cover replacement of Wear or Maintenance items (unless defective) including, but not limited to:

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants & coolants (unless used during an authorized repair)
- Belts
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks

Please see folder titled "Form "P" Supporting Documents and a file "Kubota 2015 Warranty Book"

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

No. This Warranty does NOT cover:

- Pickup or delivery of the equipment*
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)*
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)*
- Repairs performed by Non U.S. Kubota Dealers

Please see folder titled "Form "P" Supporting Documents and a file "Kubota 2015 Warranty Book"

9) Please list any other limitations or circumstances that would not be covered under your warranty.

This Warranty Does NOT Cover Failures Caused By:

- Abusive operation
- Natural calamities
- Unauthorized modifications

- Improper repairs
- Use of non-Genuine Kubota parts
- Neglected maintenance/incorrect operation (specified in Operator's Manual)
- Unapproved attachments
- Usage which is contrary to the intended purpose

Please see folder titled "Form "P" Supporting Documents and a file "Kubota 2015 Warranty Book"

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Kubota will service the entire USA and Puerto Rico.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All the products in Kubota's 2015 Full Line Brochure are available to the membership.

Please see folder titled "Form "P" Supporting Documents and a file "2014 Kubota Full Line Brochure"

Please see folder titled "Form "P" Supporting Documents and a sub folder titled "Product Specification"

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Kubota will offer a specific discount from published list price by model series.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Please see Form "P" Supporting Documents folder and the file "Discount Structure"

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Please see Form "P" Supporting Documents folder and the file "Discount Structure"

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member. If not, standard procedure is to contact the dealer that will make the delivery and get the information. The dealer will supply the National Accounts Department of the brand, model and cost to the member. The National Accounts Department will put that information on the quote. The member will issue a purchase order which will include the non-Kubota product(s). When payment is received from the member, KTC will issue those funds for non-Kubota product(s) to the dealer. KTC will not add margin to the non-Kubota products, but will charge back to the dealer the administration fee for NJPA.

- 16) Describe your NJPA customer volume rebate programs, as applicable.

No Proposal

- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

In addition to the cost of the product, there will be freight charges, assembly fees and pre-delivery inspection fees. Assembly fees can vary greatly depending on how many and what type of options is included on the product. Pre-Delivery Inspection (PDI) fees are a flat \$250 per unit.

Please see Form "P" Supporting Documents folder and the file "Set up and Installation fees"

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by equalized freight rate chart by series of product. In addition, there is a charge of \$25 for every 250 pounds of optional kits such as tractor weights.

Please see Form "P" Supporting Documents folder and the file "Freight Chart"

- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 X b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____ d. Other; please describe.

- 20) Do you offer quantity or volume discounts?

_____ YES X NO Outline guidelines and program.

- 21) Describe in detail your proposed exchange and return program(s) and policy(s).

This would be a very rare situation. Should it occur, it will be handled on a case by case situation with the best interests of the member in mind. If no resolution can be obtained through the National Accounts Department, the member has full access to the Customer Satisfaction Department.

- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Hawaii and any related off shore delivery of contracted products/ equipment and related services. Shipping costs are determined by the delivering dealer in a paper trail/E-mail exchange. That cost will be added to the quote in order to dispel any misunderstandings

- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Kubota is a publically traded company that is regularly audited by one of the largest accounting firms. KTC is also SOX compliant and KTC has an Internal Control Department. In addition, our parent Japanese Company (KBT) also audits KTC. This includes detailed audit and sampling of revenue and cost of goods sold.

Industry Specific Items

24) Do you hold any industry-specific certifications such as ISO?

No Proposal

25) Are any of the facilities LEED certified?

No Proposal

26) What is your US market share for the solutions you are proposing in this response?

25.3 %

27) What is your parts order fill rate?

98.8% as of 02/11/15

28) Do you provide preventive maintenance programs for the solutions that you are proposing?

Kubota Dealers are expected to provide this service.

29) What is your Canadian market share for the solutions that you are proposing?

Please see KCL's RFP Submission.

Signature: _____



Date: _____

02/11/15



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

RFP Opening

FEBRUARY 19, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #021815

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #021815 AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES. Details of this RFP are available beginning JANUARY 7, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until FEBRUARY 18, 2015 at 4:30 p.m. Central Time at the above address and opened FEBRUARY 19, 2015 at 8:00 a.m. Central Time.

RFP Timeline

JANUARY 7, 2015

Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

FEBRUARY 4, 2015

10:00 a.m. Central Time

FEBRUARY 10, 2015

Deadline for RFP questions.

FEBRUARY 18, 2015

4:30 p.m. Central Time

Deadline for Submission of Proposals. Late responses will be returned unopened.

FEBRUARY 19, 2015

8:00 a.m. Central Time

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

TABLE OF CONTENTS

1. DEFINITIONS
 - A. Contract
 - B. Currency
 - C. Exclusive Vendor
 - D. FOB
 - E. Hub Partner
 - F. Proposer
 - G. Request for Proposal
 - H. Sourced Goods
 - I. Time
 - J. Total Cost of Acquisition
 - K. Vendor
2. ADVERTISEMENT OF RFP\
3. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. PRICING
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
6. Shipping Requesting Pricing Changes
6. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Marketing Plan
 - G. Certificate Of Insurance
 - H. Order Process and/or Funds Flow
 - I. Administrative Fees
 - J. Value Added
 - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDIITONS
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Gratuities
 - J. Hazardous Substances
 - K. Licenses
 - L. Material Suppliers and Sub-Contractors
 - M. Non-Wavier of Rights
 - N. Protests of Awards Made
 - O. Suspension or Disbarment Status
 - P. Affirmative Action and Immigration Status Certification
 - Q. Severability
 - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A

I. DEFINITIONS

A. CONTRACT

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation, NJPA seeks a full line of full-sized tractors within this AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES category. NJPA reserves the right to accord more weight to responses that contain a greater complement of agricultural tractors that exceed 100 horsepower (PTO).

3.17.1 In addition to AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES this solicitation should be read to include, but not limited to:

3.17.1.1 Tractors, Combines, Tillage Equipment, Sprayers, Spreaders, Planters and Seeders, Hay and Forage Equipment.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 Respondents must include in their proposal at least one tractor with at least 100 horsepower (PTO). Failure to comply with this requirement may disqualify your proposal.

3.1.2.2 This solicitation should not be construed to include lawn mowers or to include ONLY skid steers, implements, trailers, compact tractors, utility tractors, or garden tractors.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4

INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer

and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the

deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's

dock., your proposal should identify your deviation from the “Total Cost of Acquisition” of contracted equipment/products. The Proposal should reflect that the “contract does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities.” In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user’s location would require a disclosure of “None.”

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor’s line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may “Source” equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as “Sourced Products/Equipment ” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the “Best Interests of NJPA and NJPA Members.” A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA

product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each

NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss

of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy

may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
 Yes No
 a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**Contract Award
RFP 021815 #**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815 # _____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number 021815 #**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 021815 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 021815 #**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- _____ d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

24) Do you hold any industry-specific certifications such as ISO?

25) Are any of the facilities LEED certified?

26) What is your US market share for the solutions you are proposing in this response?

27) What is your parts order fill rate?

28) Do you provide preventive maintenance programs for the solutions that you are proposing?

29) What is your Canadian market share for the solutions that you are proposing?

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

314-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

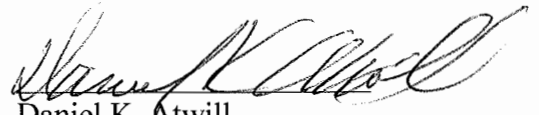
June Session of the April Adjourned

Term. 20 18

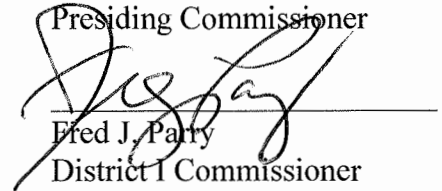
In the County Commission of said county, on the 21st day of June 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, June 26, 2018, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(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 21st day of June, 2018.



Daniel K. Atwill
Presiding Commissioner

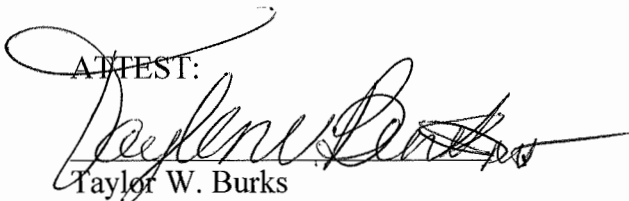


Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Taylor W. Burks
Clerk of the County Commission