

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 10-11FEB19 – Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff’s Department to Joe Machens Ford Lincoln of Columbia, Missouri.

Terms of the 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 12th day of March 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

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: February 26, 2019
RE: Contract 10-11FEB19 – Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff's Department

Request for Bid 10-11FEB19 solicited bids for Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff's Department. Three bids were received and reviewed. The bid tabulation and evaluation documentation follow this memo.

The lowest and best bid is from Joe Machens Ford Lincoln of Columbia, Missouri for all three vehicle configurations. The Sheriff's Department concurs with an award to Joe Machens Ford Lincoln.

The contract will run from Date of Award through 12/31/19.

Payments for services will be paid from the following funds/accounts:

- Fund 2901, Sheriff Operations – LE Sales Tax/Account 92400 – Replacement Auto/Trucks, for 8 vehicles – Total: \$ 274,262.00
- Fund 1255, Corrections/Account 92400 – Replacement Auto/Trucks, for 1 vehicle – Total: \$ 33,732.00

/lp

cc: Leasa Quick, Sheriff's Department
Contract File #10-11FEB19

**PURCHASE AGREEMENT
FOR
FORD INTERCEPTOR 2020 PURSUIT UTILITY VEHICLES**

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford Lincoln** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ford Interceptor 2020 Pursuit Utility Vehicles**, County of Boone Request for Bid, bid number **10-11FEB19** in its entirety including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Vendor Response and Pricing Pages, Lobbying Certification Form, Debarment Form, and Standard Terms and Conditions, as well as the Contractor's bid response dated **February 7, 2019**, executed by **Kelly Sells**, on behalf of the Contractor, and e-mail clarifications dated 2/18/19 and 2/19/19 also from **Kelly Sells**. 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, Primary Specifications, Response Presentation and Review, the un-executed Vendor Response and Pricing Pages, Lobbying Certification Form, Debarment Form, 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, 2019.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following vehicle configurations as specified and responded to in the bid specifications identified in paragraph #1 above. All vehicles shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff Department	
4.12.1 Configuration 1: Enforcement Ford Interceptor Utility - Non-Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.1 through 2.4.1(z).	<u>\$33,889.00</u> Total, Firm and Fixed Price Per Each Vehicle
4.12.2 Configuration 2: Enforcement Ford Interceptor Utility - Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.2 through 2.4.2(z).	<u>\$37,039.00</u> Total, Firm and Fixed Price Per Each Vehicle

<p>4.12.3 Configuration 3: Corrections Transport – Non-Hybrid Ford Interceptor Utility All Wheel Drive (3.3L V6) Non-Hybrid Enforcement with AUX AC System Standard 2020 or newer - - shall comply with specifications stated in paragraphs 2.4.3 through 2.4.3(y).</p>	<p style="text-align: right;"><u>\$33,732.00</u></p> <p>Total, Firm and Fixed Price Per Each Vehicle</p>
<p>4.12.4 Preparation Cost per vehicle – applies to Configurations 1, 2 and 3</p>	<p style="text-align: right;">No Charge</p>
<p>4.12.5 Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3</p>	<p style="text-align: right;">No Charge</p>

4. Delivery – The Contractor agrees to deliver each ordered vehicle as stated above to the Boone County Sheriff’s Department within 90-120 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Warranty – Each vehicle shall be provided with the manufacturer standard warranty that shall be as follows: 36-months/36,000 miles bumper-to-bumper coverage; 60-months/100,000 miles with \$0.00 deductible limited powertrain coverage; and 60-months/unlimited miles corrosion perforation coverage.

6. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff’s Department. 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 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 FORD LINCOLN

DocuSigned by:
by Kelly Sels
DC58707875654B7...
title Fleet Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission

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

APPROVED AS TO FORM:

DocuSigned by:
Charly D. Hance
Charly D. Hance, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
Brianna Lennon, 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: 2901 - Account: 92400: \$279,860.00
Fund: 1255 - Account: 92400: \$35,385.00

DocuSigned by:
Dana Reedford by jj
Signature _____ Date 2/28/2019 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: Kelly Sells <ksells@machens.com>
Sent: Tuesday, February 19, 2019 8:36 AM
To: Liz Palazzolo
Subject: Re: Clarification Bid to Boone County RFB 10-11FEB19 2020 Police Interceptors

Hi Liz,

Yes use the prices I put on the RFB Pricing page...

Configuration 1: \$33,889.00

Configuration 2: \$37,039.00

Configuration 3: \$33,732.00

The Build sheet was just to show what options each configuration was bid with.

Thanks!

Thank you,
Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411

On Tue, Feb 19, 2019 at 8:22 AM Liz Palazzolo <LPalazzolo@boonecountymo.org> wrote:

Configuration 1: \$33,889.00 was quoted on the RFB Pricing Page, but there's a build-sheet that lists the retail price of \$40,490.00

Configuration 2: \$37,039.00 on the Pricing Page, but \$44,020.00 on build-sheet.

Configuration 3: 33,732.00 on Pricing Page, \$40,315.00 on build sheet.

Please confirm that the pricing quoted on the RFB Pricing Page is the bid pricing.

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

From: Kelly Sells <ksells@machens.com>

Sent: Monday, February 18, 2019 7:53 AM

To: Liz Palazzolo <LPalazzolo@boonecountymo.org>

Subject: Re: Clarification Bid to Boone County RFB 10-11FEB19 2020 Police Interceptors

Hi Liz,

Please send me the pricing that is in question, so Im clear what your looking at.

Yes the warranty on these Police Interceptors is 3 yrs or 36,000 mi Bumper to Bumper and 5 yrs or 100,000 Powertrain.

Thank you,

Kelly Sells

Fleet Manager

Joe Machens Ford

573-445-4411

On Fri, Feb 15, 2019 at 3:31 PM Liz Palazzolo <LPalazzolo@boonecountymo.org> wrote:

Good afternoon Kelly: Just clarifying that the base pricing shown on the order sheets included with the bid from Joe Machens Ford Lincoln do not supersede pricing quoted on the Vendor Response and Pricing Pages: Yes – No

Also, please provide the full warranty coverage for Configuration 1, 2 and 3 – is it 3 years/36,000 miles bumper to bumper on all three, AND 5 years/100,000 miles on the powertrain, all three configurations? The bid stated that the powertrain warranty was only applicable to the Interceptor, but I'm thinking all three are Interceptors.

Thanks and let me know if my questions are not clear

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **10-11FEB19**
Commodity Title: **Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, February 11, 2019**
Time: **2:00 P.M.** Central Time.
(NOTE: Bids received after this time will not be opened; they can be returned upon request at the bidder's expense.)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Monday, February 11, 2019**
Time: **Shortly After 2:00 P.M.** Central Time.
Location / Address: Boone County Annex Building
Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Vendor Response and Pricing Pages**
- Lobbying Certification Form**
- Debarment Form**
- Standard Terms and Conditions**
- No Bid Response Form**

Insertion Date: 1/27/19

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites bid responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Request for Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with the 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 Request for Bid. Suppliers, which may be invited to respond, or which express interest in this Request for Bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The bidder whose response to this Request for Bid is found by Purchasing to meet the best interests of the County. The contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid** - This entire document, including attachments. A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this Request for Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" or Request for Bid is used when the need is well defined. An "Invitation For Proposal" or Request for Proposal is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted by the bidder per the RFB's instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Request for Bid should be directed in writing, preferably by e-mail, to the Buyer of Record in the Boone County Purchasing Department. For contact information, see also paragraph 3.2. herein. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders if time permits. Note: The only official position of the County is in writing issued as part of the RFB or as an Addendum to the RFB; any any oral communications between the County and vendors are not considered binding.
- 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 shall not relieve the bidder from any obligation regarding any requirements stated herein. By submitting a response, the bidder is presumed to agree and 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/modified/changed, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability of purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The

County also reserves the right to not award a contract(s) as a result of the RFB, and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Request for Bid (RFB), any RFB Addenda issued, and the winning bidder's response including any bid clarification requested by the County will be made part of any resulting contract, and will be incorporated in the resulting contract as set forth, i.e., verbatim.
- 1.5.1. **Precedence** - In the event of any contradiction or conflict between the provisions of the documents comprising the resulting contract, all said contradiction or conflict will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract;
 - 2) the provisions of the Request Bid, including any Addenda;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – The bidder shall agree to be bound by the County's standard "boilerplate" terms and conditions for Contracts, as attached to this RFB.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED:** Model Year 2020 or newer Ford Interceptor Utility police pursuit vehicles in three configurations as detailed herein for the Boone County Sheriff Department. The County anticipates that up to nine (9) pursuit vehicles may be ordered from the contract during the 2020 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
- 2.1.1. **Quantities:** The contractor shall understand and agree that the quantities stated herein are estimates. Boone County does not guarantee a specific order quantity nor a minimum order quantity. The County reserves the right to increase or decrease quantities as deemed necessary.
- 2.2. **CONTRACT PERIOD:** Any Term and Supply Contract resulting from this RFB shall have an initial term from the **Date of Award through the End of the 2020 Model Year**. Orders may be placed throughout the 2020 model year for a 2020 or newer police pursuit vehicle. All orders off the contract shall be placed by the County with County-issued Purchase Orders, and it is anticipated that multiple orders will be placed from the contract.
- 2.2.1. **Contract Documents:** The successful bidder (also the "contractor") 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 the bid. 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 RFB or are unacceptable to Boone County's legal counsel.
- 2.3. **GENERAL REQUIREMENTS**
- 2.3.1. Vehicle(s) shall be designed and constructed for performance, durability, dependability, and safety suitable for law enforcement travel.
- 2.3.2. Each vehicle shall be outfitted with required equipment as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard manufacturer warranty policies.
- 2.3.4. **Brand Specific - No Substitutions Allowed:** Because the Boone County Sheriff's Department has standardized its fleet, only Ford Interceptor vehicles are acceptable.
- 2.4. **MINIMUM SPECIFICATIONS: The contractor shall provide 2020 or newer Ford Interceptor Utility vehicles equipped with standard manufacturer features unless as otherwise specified by the configuration descriptions that follow.**

2.4.1. **Configuration #1: Enforcement - 2020 or newer Ford Interceptor Utility, Non-Hybrid**

- a. **Utility – All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (manufacturer order codes 99B/44U)**
- b. **Standard 2020 (or newer) model year features, plus the following:**
- c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
- d. License Plate Bracket – Front (153)
- e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
- f. Dome lamp (switchable red/white in cargo area) (17T)
- g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
- h. Spot lamp (driver side only, Whelen LED bulb) (51T)
- i. Body: Underbody, deflector plate (76D)
- j. Wheels: Standard 18" five-spoke painted black steel wheels with center caps in lieu of wheel covers
- k. Audio/Video: Standard content, no options
- l. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see

K9A-
 99B
 44U
 86T
 153
 43D
 17T
 60A
 51T
 76D
 -
 -
 52P
 55F

- below) (55F)
- 18D n. Global Lock / Unlock feature (18D)
- 59? o. Keyed alike (fleet). The key code will be provided at time of order.
- └ p. Standard 4 keys provided
- └ q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 96 r. Standard vinyl second row seat
- 85R s. Rear console plate (85R)
- 549 t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- 47A u. Police Engine Idle feature (47A)
- 76R v. Reverse Sensing (76R)
- 16D w. Miscellaneous: Badge Delete (16D)
- 52T x. Wiring for Class III Trailer Tow Receiver (52T)
- 60R y. Radio noise suppression bonds (ground straps) (60R)
- └ z. Color: Specified at time of order

2.4.2. **Configuration #2: Corrections - 2020 Ford Interceptor Utility - Hybrid**

- K8A a. **Utility – All Wheel Drive (3.3L V6), Hybrid (Direct Injection Hybrid Engine)**
- 99W b. **Standard 2020 (or newer) model year features, plus the following:**
- 44B c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
- 86T d. License Plate Bracket – Front (153)
- 153 e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
- 43D f. Dome lamp (switchable red/white in cargo area) (17T)
- 17T g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
- 60A h. Spot lamp (driver side only, Whelen LED bulb) (51T)
- 51T i. Body: Underbody, deflector plate (76D)
- 76D j. Wheels: Standard 18” five-spoke painted black steel wheels with center caps in lieu of wheel covers
- └ k. Audio/Video: Standard content, no options
- └ l. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- 52P m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see below) (55F)

- 55F n. Global Lock / Unlock feature (18D)
- 18D o. Keyed alike (fleet). The key code will be provided at time of order.
- 59? p. Standard 4 keys provided
- └ q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- └ r. Standard vinyl second row seat
- 96 s. Rear console plate (85R)
- 85R t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- 549 u. Police Engine Idle feature (47A)
- 47A v. Reverse Sensing (76R)
- 76R w. Miscellaneous: Badge Delete (16D)
- 16D x. Wiring for Class III Trailer Tow Receiver (52T)
- 52T y. Radio noise suppression bonds (ground straps) (60R)
- 60R z. Color: Specified at time of order
- └

2.4.3. **Configuration #3: Corrections Transport, Non-Hybrid - 2020 or newer Ford Interceptor Utility**

- K8A a. **Utility – All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (99B/44U)**
- 99B b. **Standard 2020 (or newer) model year features, plus the following:**
- 44U c. Equipment Group: License Plate Bracket – Front (153)
- 153 d. Lamps & Lighting: Daytime Running Lights (942)
- 942 e. Dome lamp (switchable red/white in cargo area) (17T)
- 17T f. No Spot Lamp
- └

- g. Body: Manufacturer Standard, No Options
- 65L h. Wheels: Manufacturer Standard with full face wheel covers (65)
- i. Audio/Video: Standard content, no options
- 52P j. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- 55F k. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see below) (55F)
- 18D l. Global Lock / Unlock feature (18D)
- 59? m. Keyed alike (fleet). The key code will be provided at time of order.
- n. Standard 4 keys provided
- o. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 96 p. Standard vinyl second row seat
- 85R q. Rear console plate (85R)
- 549 r. Safety & Security: Heated Sideview Mirrors (549)
- 47A s. Police Engine Idle feature (47A)
- 76R t. Reverse Sensing (76R)
- 16D u. Miscellaneous: Badge Delete (16D)
- 52T v. Wiring for Class III Trailer Tow Receiver (52T)
- 60R w. Radio noise suppression bonds (ground straps) (60R)
- 17A x. Auxiliary Air Conditioning (17A)
- y. Color: Specified at time of order

2.5. **Designee:** The Boone County Sheriff's Department is the designee for receipt of vehicles.

2.6. **Delivery Terms:** All vehicles shall be delivered with Bill of Sale and Title of Ownership. Vehicles shall be properly serviced prior to delivery, including grease and oil to the proper, manufacturer recommended levels.

2.6.1. **Delivery Address / Invoice Address and Terms:** Delivery shall be FOB Destination to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Invoices shall be directed to the same department and address.

2.6.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.7. **ADDITIONAL TERMS AND CONDITIONS:**

2.7.1. **Owner's Manual:** The contractor shall provide an owner's manual for each vehicle, and other product literature for other equipment required pursuant to specifications contained herein.

2.7.2. **Warranty:** The contractor shall provide the manufacturer's standard warranty on each vehicle including all features specified herein. The warranty shall commence upon the County's acceptance of the vehicle.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit a bid response that strictly conforms to the mandatory requirements and technical specifications stated herein. Failure to adhere to all requirements may result in the bidder's bid response being disqualified as non-responsive. All bid responses must be submitted using the provided "Vendor Response and Pricing Pages" that follow. Every question should be answered, and if not applicable, the section should contain "N/A." Manufacturer's published specification sheets for the vehicles requested should be included with the response.
- 3.2. **CONTACT:** All questions about the Request for Bid must be referred to the Buyer of Record for Boone County Purchasing, Liz Palazzolo, Senior Buyer at 573-886-4392, lpalazzolo@boonecountymo.org prior to the RFB closing date. Bidders are encouraged to contact the Purchasing Office with questions at least ten (10) calendar days prior to bid opening. Bidders shall not contact the Sheriff's Office with questions about this RFB.
- 3.3. **SUBMITTAL OF RESPONSES:** Bid responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.3.1. **Advice of Award:** If the bidder wishes to be advised of the outcome of this bidding process, the results are posted and may be viewed on Boone County's Purchasing web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.4. **BID OPENING:** On the date and time and at the location specified on the title page, all bid responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any bid response.
- 3.4.1. **Removal from Vendor Database:** If any prospective bidder currently in Boone County Purchasing's Vendor Database to whom the Bid was sent elects not to submit a bid response and fails to reply in writing stating reasons for not bidding (i.e., uses the "No Bid Response" form, then that bidder's name may be removed from the Purchasing vendor database. Other reasons for removal include the vendor's unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. **BID DEVIATIONS:**
- 3.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 3.6. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.6.1. **Rejection Or Correction Of Responses:** The County reserves the right to reject any or all bid responses. Minor irregularities or informalities in any bid response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Request for Bid conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.7. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bids received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis (or weighted point score as may be applicable) does not imply that one bidder is superior to another, but simply that in the County's judgment, the selected bidder appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost to the County.
- 3.7.1. **Evaluation Considerations:** The evaluation of bids will be based on responsiveness to bidding requirements, adherence to mandatory specifications, price, warranty, delivery time after receipt of order, and other contractor support considerations.
- 3.7.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services

offered are acceptable for County use.

- 3.7.3. **Firm Pricing:** The bidder's pricing must be firm and fixed for ninety (90) calendar days after the RFB closing date. If a contract is awarded, all pricing shall be considered binding for the duration of the contract period.

4. VENDOR 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.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder 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. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: Joe Machens Ford Lincoln

4.2. Address: 1911 W. Worley

4.3. City/Zip: Columbia, MO 65203

4.4. Phone Number: 573.445.4411

4.5. Contact Name and E-Mail Address to receive documents for electronic signature: Kelly Sells, ksells@machens.com

4.6. Fax Number: 573.445.8164

4.7. Federal Tax ID or Social Security Number: 47-4658086

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

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, *unless pricing has been specifically quoted for vehicle delivery and preparation below*. 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. Authorized Representative (Sign By Hand): Kelly Sells

4.9. Type or Print Signed Name: Kelly Sells

4.10. Today's Date: 2/7/19

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

✓* Yes _____ No

** Government entities only*

Note: The County intends to purchase up to 9 total vehicles over the course of the contract period as determined to best meet the County's needs. However, the bidder shall understand that the County does not make a specific guarantee about the total quantity of vehicles that will be ordered.

The bidder shall quote a total firm, fixed price per each vehicle equipped as specified in the referenced paragraphs for the specific line item. All pricing shall be FOB Destination. The bidder has the option of bidding one, some or all configurations.

4.12. **FIRM FIXED PRICING** Qty Total Per Each Price

4.12.1.	Configuration 1: Enforcement Ford Interceptor Utility - Non-Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.1 through 2.4.1(z). • Quote a total firm fixed price per each Configuration 1 vehicle	7	\$ 33,889
4.12.2.	Configuration 2: Enforcement Ford Interceptor Utility - Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.2 through 2.4.2(z). Quote a total firm fixed price per each Configuration 1 vehicle	1	\$ 37,039
4.12.3.	Configuration 3: Corrections Transport – Non-Hybrid Ford Interceptor Utility All Wheel Drive (3.3L V6) Non-Hybrid Enforcement with AUX AC System Standard 2020 or newer - - shall comply with specifications stated in paragraphs 2.4.3 through 2.4.3(y). Quote a total firm fixed price per each Configuration 3 vehicle	1	\$ 33,732
4.12.4.	Preparation Cost per vehicle – shall apply to Configurations 1, 2 and 3	1	\$ 0
4.12.5.	Delivery Cost to Boone County Sheriff Department per vehicle – shall apply to Configurations 1, 2 and 3	1	\$ 0

4.13. **Warranty Terms:** The standard manufacturer warranty must be provided. The bidder should describe the warranty terms below (e.g., duration and coverage) in the provided space:

Mfr only ... 3yrs or 36k - Bumper
5yrs or 100k - Powertrain (Interceptors only)

4.14. **Other Product Information:** The bidder should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the bidder considers relevant such as product performance or recall information should be included.

See attached.

4.15. **Order Cut-off for 2020 Models:** If the manufacturer cut-off date to order the 2020 Ford Interceptor SUV has been set, please indicate it in the available space below:

—

4.16. **Delivery:** Provide the number of calendar days after receipt of order before vehicles are delivered to the County:

Delivery in Calendar Days After Receipt of Order (ARO):

*190-220 days **

**Sub to Mfr. delays,
contact me for up-to-date info.*

(Please complete and return with Bid Response)

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:

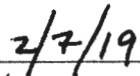
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

613 E. Ash St., Room 109

Columbia, MO 65201

Liz Palazzolo, CPPO, C.P.M. - Senior Buyer

(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



CNGP530

VEHICLE ORDER CONFIRMATION

02/07/19 09:33:36

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Dealer: F53792

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020
Ord Code: 500A Cust/Flt Name: BOONE PO Number:

RETAIL
K8A 4DR AWD POLICE \$40615
.119.09" WB
YZ OXFORD WHITE
9 CLTH BKTS/VNL R
6 EBONY
500A EQUIP GRP
.AM/FM STEREO
99B 3.3L V6 TIVCT (3530)
44U 10SPD AUTO TRAN NC
52P DR LOCK PLUNGER 160
16D BADGE DELETE NC
17T CARGO DOME LAMP 50
18D GBL LOCK/UNLOCK NC
425 50 STATE EMISS NC
43D COURTESY DISABL 25

RETAIL
47A ENGINE IDLE \$260
51T SPT LAMP DR LED 420
52T T/TOW CLASS III 80
549 PWR MIRR HTD 60
55F KEYLESS - 4 FOB 340
59J KEY CODE 1111X 50
60A GRILL WIRING 50
60R NOISE SUPPRESS 100

TOTAL BASE AND OPTIONS 40490
TOTAL 40490
THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *
F8=Next
F3/F12=Veh Ord Menu

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC08615

V1DP0104

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*Config #1
pg 1 of 2*



CNGP530

VEHICLE ORDER CONFIRMATION

02/07/19 09:33:41

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Dealer: F53792

Page: 2 of 2

2020 EXPLORER 4-DOOR

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020

Ord Code: 500A Cust/Flt Name: BOONE

PO Number:

RETAIL

RETAIL

68G	RR DR/LK INOP	NC
76D	DEFLECTOR PLATE	335
76R	REVERSE SENSING	275
85R	RR MOUNT PLATE	45
86T	RR TAILLAMP HSG	60
	FLEX-FUEL	
153	FRT LICENSE BKT	NC
	SP FLT ACCT CR	
	FUEL CHARGE	
	DEST AND DELIV	1095

TOTAL BASE AND OPTIONS 40490

TOTAL 40490

THIS IS NOT AN INVOICE

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08615

V1DP0104

2,6

*Config #1
pg 2 of 2*

CNGP530 VEHICLE ORDER CONFIRMATION 02/07/19 10:51:42
==> Dealer: F53792

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020
Ord Code: 500A Cust/Flt Name: BOONE PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$40615	47A ENGINE IDLE	\$260
.119.09" WB		51T SPT LAMP DR LED	420
YZ OXFORD WHITE		52T T/TOW CLASS III	80
9 CLTH BKTS/VNL R		549 PWR MIRR HTD	60
6 EBONY		55F KEYLESS - 4 FOB	340
500A EQUIP GRP		59J KEY CODE 1111X	50
.AM/FM STEREO		60A GRILL WIRING	50
99W .3.3L HYBRID	NC	60R NOISE SUPPRESS	100
44B .MHT AUTO TRANS	NC		
52P DR LOCK PLUNGER	160	TOTAL BASE AND OPTIONS	44020
16D BADGE DELETE	NC	TOTAL	44020
17T CARGO DOME LAMP	50	*THIS IS NOT AN INVOICE*	
18D GBL LOCK/UNLOCK	NC		
425 50 STATE EMISS	NC	* MORE ORDER INFO NEXT PAGE *	
43D COURTESY DISABL	25	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library		

S006 - MORE DATA IS AVAILABLE.

QC08615

V1DP0104

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Config # 2
pg 1 of 2

CNGP530

VEHICLE ORDER CONFIRMATION

02/07/19 10:51:49

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Dealer: F53792

Page: 2 of 2

2020 EXPLORER 4-DOOR

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020

Ord Code: 500A Cust/Flt Name: BOONE

PO Number:

RETAIL

RETAIL

68G	RR DR/LK INOP	NC
76D	DEFLECTOR PLATE	335
76R	REVERSE SENSING	275
85R	RR MOUNT PLATE	45
86T	RR TAILLAMP HSG	60
153	FRT LICENSE BKT	NC
	SP FLT ACCT CR	
	FUEL CHARGE	
	DEST AND DELIV	1095

TOTAL BASE AND OPTIONS 44020

TOTAL 44020

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08615

V1DP0104

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Config #2
pg 2 of 2

CNGP530 VEHICLE ORDER CONFIRMATION 02/07/19 10:54:05
==> Dealer: F53792

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020
Ord Code: 500A Cust/Flt Name: BOONE PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$40615	47A ENGINE IDLE	\$260
.119.09" WB		52T T/TOW CLASS III	80
YZ OXFORD WHITE		549 PWR MIRR HTD	60
9 CLTH BKTS/VNL R		55F KEYLESS - 4 FOB	340
6 EBONY		59J KEY CODE 1111X	50
500A EQUIP GRP		60R NOISE SUPPRESS	100
.AM/FM STEREO		65L 18" WHEEL COVER	60
99B 3.3L V6 TIVCT (3530)		68G RR DR/LK INOP	NC
44U 10SPD AUTO TRAN	NC		
52P DR LOCK PLUNGER	160	TOTAL BASE AND OPTIONS	40315
16D BADGE DELETE	NC	TOTAL	40315
17A AUX CLIMATE CTL	610		
17T CARGO DOME LAMP	50		
18D GBL LOCK/UNLOCK	NC		
425 50 STATE EMISS	NC		

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *
F8=Next
F3/F12=Veh Ord Menu

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F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC08615

V1DP0104

2,6

Config #3
Pg 1 of 2

CNGP530

VEHICLE ORDER CONFIRMATION

02/07/19 10:54:10

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Dealer: F53792

2020 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9977 Priority: E2 Ord FIN: QC915 Order Type: 5B Price Level: 020

Ord Code: 500A Cust/Flt Name: BOONE

PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

85R RR MOUNT PLATE 45

942 DAYTIME RUN LMP 45

FLEX-FUEL

153 FRT LICENSE BKT NC

SP FLT ACCT CR

FUEL CHARGE

DEST AND DELIV 1095

TOTAL BASE AND OPTIONS 40315

TOTAL 40315

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08615

V1DP0104

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Config #3
Pg 2 of 2



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **10-11FEB19**
Commodity Title: **Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, February 11, 2019**

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

(NOTE: Bids received after this time will not be opened; they can be returned upon request at the bidder's expense.)

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

Directions: **The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Monday, February 11, 2019**

Time: **Shortly After 2:00 P.M. Central Time.**

Location / Address: **Boone County Annex Building
Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Vendor Response and Pricing Pages**
- Lobbying Certification Form**
- Debarment Form**
- Standard Terms and Conditions**
- No Bid Response Form**

Insertion Date: 1/27/19

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites bid responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Request for Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with the 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 Request for Bid. Suppliers, which may be invited to respond, or which express interest in this Request for Bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The bidder whose response to this Request for Bid is found by Purchasing to meet the best interests of the County. The contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid** - This entire document, including attachments. A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this Request for Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" or Request for Bid is used when the need is well defined. An "Invitation For Proposal" or Request for Proposal is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted by the bidder per the RFB's instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Request for Bid should be directed in writing, preferably by e-mail, to the Buyer of Record in the Boone County Purchasing Department. For contact information, see also paragraph 3.2. herein. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders if time permits. Note: The only official position of the County is in writing issued as part of the RFB or as an Addendum to the RFB; any any oral communications between the County and vendors are not considered binding.
- 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 shall not relieve the bidder from any obligation regarding any requirements stated herein. By submitting a response, the bidder is presumed to agree and 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/modified/changed, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability of purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The

County also reserves the right to not award a contract(s) as a result of the RFB, and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Request for Bid (RFB), any RFB Addenda issued, and the winning bidder's response including any bid clarification requested by the County will be made part of any resulting contract, and will be incorporated in the resulting contract as set forth, i.e., verbatim.
- 1.5.1. **Precedence** - In the event of any contradiction or conflict between the provisions of the documents comprising the resulting contract, all said contradiction or conflict will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract;
 - 2) the provisions of the Request Bid, including any Addenda;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – The bidder shall agree to be bound by the County's standard "boilerplate" terms and conditions for Contracts, as attached to this RFB.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED:** Model Year 2020 or newer Ford Interceptor Utility police pursuit vehicles in three configurations as detailed herein for the Boone County Sheriff Department. The County anticipates that up to nine (9) pursuit vehicles may be ordered from the contract during the 2020 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
- 2.1.1. **Quantities:** The contractor shall understand and agree that the quantities stated herein are estimates. Boone County does not guarantee a specific order quantity nor a minimum order quantity. The County reserves the right to increase or decrease quantities as deemed necessary.
- 2.2. **CONTRACT PERIOD:** Any Term and Supply Contract resulting from this RFB shall have an initial term from the **Date of Award through the End of the 2020 Model Year**. Orders may be placed throughout the 2020 model year for a 2020 or newer police pursuit vehicle. All orders off the contract shall be placed by the County with County-issued Purchase Orders, and it is anticipated that multiple orders will be placed from the contract.
- 2.2.1. **Contract Documents:** The successful bidder (also the “contractor”) 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 the bid. 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 RFB or are unacceptable to Boone County’s legal counsel.
- 2.3. **GENERAL REQUIREMENTS**
- 2.3.1. Vehicle(s) shall be designed and constructed for performance, durability, dependability, and safety suitable for law enforcement travel.
- 2.3.2. Each vehicle shall be outfitted with required equipment as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard manufacturer warranty policies.
- 2.3.4. **Brand Specific - No Substitutions Allowed:** Because the Boone County Sheriff’s Department has standardized its fleet, only Ford Interceptor vehicles are acceptable.
- 2.4. **MINIMUM SPECIFICATIONS: The contractor shall provide 2020 or newer Ford Interceptor Utility vehicles equipped with standard manufacturer features unless as otherwise specified by the configuration descriptions that follow.**
- 2.4.1. **Configuration #1: Enforcement - 2020 or newer Ford Interceptor Utility, Non-Hybrid**
- a. **Utility – All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (manufacturer order codes 99B/44U)**
 - b. **Standard 2020 (or newer) model year features, plus the following:**
 - c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
 - d. License Plate Bracket – Front (153)
 - e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
 - f. Dome lamp (switchable red/white in cargo area) (17T)
 - g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
 - h. Spot lamp (driver side only, Whelen LED bulb) (51T)
 - i. Body: Underbody, deflector plate (76D)
 - j. Wheels: Standard 18” five-spoke painted black steel wheels with center caps in lieu of wheel covers
 - k. Audio/Video: Standard content, no options
 - l. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
 - m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see

- below) (55F)
- n. Global Lock / Unlock feature (18D)
- o. Keyed alike (fleet). The key code will be provided at time of order.
- p. Standard 4 keys provided
- q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- r. Standard vinyl second row seat
- s. Rear console plate (85R)
- t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- u. Police Engine Idle feature (47A)
- v. Reverse Sensing (76R)
- w. Miscellaneous: Badge Delete (16D)
- x. Wiring for Class III Trailer Tow Receiver (52T)
- y. Radio noise suppression bonds (ground straps) (60R)
- z. Color: Specified at time of order

2.4.2. **Configuration #2: Corrections - 2020 Ford Interceptor Utility - Hybrid**

- a. **Utility – All Wheel Drive (3.3L V6), Hybrid (Direct Injection Hybrid Engine)**
- b. **Standard 2020 (or newer) model year features, plus the following:**
- c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
- d. License Plate Bracket – Front (153)
- e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
- f. Dome lamp (switchable red/white in cargo area) (17T)
- g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
- h. Spot lamp (driver side only, Whelen LED bulb) (51T)
- i. Body: Underbody, deflector plate (76D)
- j. Wheels: Standard 18” five-spoke painted black steel wheels with center caps in lieu of wheel covers
- k. Audio/Video: Standard content, no options
- l. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see below) (55F)
- n. Global Lock / Unlock feature (18D)
- o. Keyed alike (fleet). The key code will be provided at time of order.
- p. Standard 4 keys provided
- q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- r. Standard vinyl second row seat
- s. Rear console plate (85R)
- t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- u. Police Engine Idle feature (47A)
- v. Reverse Sensing (76R)
- w. Miscellaneous: Badge Delete (16D)
- x. Wiring for Class III Trailer Tow Receiver (52T)
- y. Radio noise suppression bonds (ground straps) (60R)
- z. Color: Specified at time of order

2.4.3. **Configuration #3: Corrections Transport, Non-Hybrid - 2020 or newer Ford Interceptor Utility**

- a. **Utility – All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (99B/44U)**
- b. **Standard 2020 (or newer) model year features, plus the following:**
- c. Equipment Group: License Plate Bracket – Front (153)
- d. Lamps & Lighting: Daytime Running Lights (942)
- e. Dome lamp (switchable red/white in cargo area) (17T)
- f. No Spot Lamp

- g. Body: Manufacturer Standard, No Options
- h. Wheels: Manufacturer Standard with full face wheel covers (65)
- i. Audio/Video: Standard content, no options
- j. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- k. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature – see below) (55F)
 - l. Global Lock / Unlock feature (18D)
- m. Keyed alike (fleet). The key code will be provided at time of order.
- n. Standard 4 keys provided
- o. Flooring and Seats: Vinyl flooring (1st and 2nd rows) – no carpet flooring
- p. Standard vinyl second row seat
- q. Rear console plate (85R)
- r. Safety & Security: Heated Sideview Mirrors (549)
- s. Police Engine Idle feature (47A)
- t. Reverse Sensing (76R)
- u. Miscellaneous: Badge Delete (16D)
- v. Wiring for Class III Trailer Tow Receiver (52T)
- w. Radio noise suppression bonds (ground straps) (60R)
- x. Auxiliary Air Conditioning (17A)
- y. Color: Specified at time of order

2.5. **Designee:** The Boone County Sheriff's Department is the designee for receipt of vehicles.

2.6. **Delivery Terms:** All vehicles shall be delivered with Bill of Sale and Title of Ownership. Vehicles shall be properly serviced prior to delivery, including grease and oil to the proper, manufacturer recommended levels.

2.6.1. **Delivery Address / Invoice Address and Terms:** Delivery shall be FOB Destination to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Invoices shall be directed to the same department and address.

2.6.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.7. **ADDITIONAL TERMS AND CONDITIONS:**

2.7.1. **Owner's Manual:** The contractor shall provide an owner's manual for each vehicle, and other product literature for other equipment required pursuant to specifications contained herein.

2.7.2. **Warranty:** The contractor shall provide the manufacturer's standard warranty on each vehicle including all features specified herein. The warranty shall commence upon the County's acceptance of the vehicle.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit a bid response that strictly conforms to the mandatory requirements and technical specifications stated herein. Failure to adhere to all requirements may result in the bidder's bid response being disqualified as non-responsive. All bid responses must be submitted using the provided "Vendor Response and Pricing Pages" that follow. Every question should be answered, and if not applicable, the section should contain "N/A." Manufacturer's published specification sheets for the vehicles requested should be included with the response.
- 3.2. **CONTACT:** All questions about the Request for Bid must be referred to the Buyer of Record for Boone County Purchasing, Liz Palazzolo, Senior Buyer at 573-886-4392, lpalazzolo@boonecountymo.org prior to the RFB closing date. Bidders are encouraged to contact the Purchasing Office with questions at least ten (10) calendar days prior to bid opening. Bidders shall not contact the Sheriff's Office with questions about this RFB.
- 3.3. **SUBMITTAL OF RESPONSES:** Bid responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.3.1. **Advice of Award:** If the bidder wishes to be advised of the outcome of this bidding process, the results are posted and may be viewed on Boone County's Purchasing web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.4. **BID OPENING:** On the date and time and at the location specified on the title page, all bid responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any bid response.
- 3.4.1. **Removal from Vendor Database:** If any prospective bidder currently in Boone County Purchasing's Vendor Database to whom the Bid was sent elects not to submit a bid response and fails to reply in writing stating reasons for not bidding (i.e., uses the "No Bid Response" form, then that bidder's name may be removed from the Purchasing vendor database. Other reasons for removal include the vendor's unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. **BID DEVIATIONS:**
- 3.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 3.6. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.6.1. **Rejection Or Correction Of Responses:** The County reserves the right to reject any or all bid responses. Minor irregularities or informalities in any bid response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Request for Bid conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.7. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bids received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis (or weighted point score as may be applicable) does not imply that one bidder is superior to another, but simply that in the County's judgment, the selected bidder appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost to the County.
- 3.7.1. **Evaluation Considerations:** The evaluation of bids will be based on responsiveness to bidding requirements, adherence to mandatory specifications, price, warranty, delivery time after receipt of order, and other contractor support considerations.
- 3.7.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services

offered are acceptable for County use.

- 3.7.3. **Firm Pricing:** The bidder's pricing must be firm and fixed for ninety (90) calendar days after the RFB closing date. If a contract is awarded, all pricing shall be considered binding for the duration of the contract period.

4. VENDOR 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.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder 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. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Contact Name and E-Mail Address to receive documents for electronic signature:

4.6. Fax Number:

4.7. Federal Tax ID or Social Security Number:

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

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, *unless pricing has been specifically quoted for vehicle delivery and preparation below*. 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. Authorized Representative (Sign By Hand):

4.9. Type or Print Signed Name:

4.10. Today's Date:

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

_____ Yes _____ No

Note: The County intends to purchase up to 9 total vehicles over the course of the contract period as determined to best meet the County’s needs. However, the bidder shall understand that the County does not make a specific guarantee about the total quantity of vehicles that will be ordered.

The bidder shall quote a total firm, fixed price per each vehicle equipped as specified in the referenced paragraphs for the specific line item. All pricing shall be FOB Destination. The bidder has the option of bidding one, some or all configurations.

4.12. FIRM FIXED PRICING	Qty	Total Per Each Price
4.12.1. Configuration 1: Enforcement Ford Interceptor Utility - Non-Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.1 through 2.4.1(z). <ul style="list-style-type: none"> • Quote a total firm fixed price per each Configuration 1 vehicle 	7	\$
4.12.2. Configuration 2: Enforcement Ford Interceptor Utility - Hybrid All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with specifications stated in paragraphs 2.4.2 through 2.4.2(z). Quote a total firm fixed price per each Configuration 1 vehicle	1	\$
4.12.3. Configuration 3: Corrections Transport – Non-Hybrid Ford Interceptor Utility All Wheel Drive (3.3L V6) Non-Hybrid Enforcement with AUX AC System Standard 2020 or newer - - shall comply with specifications stated in paragraphs 2.4.3 through 2.4.3(y). Quote a total firm fixed price per each Configuration 3 vehicle	1	\$
4.12.4. Preparation Cost per vehicle – shall apply to Configurations 1, 2 and 3	1	\$
4.12.5. Delivery Cost to Boone County Sheriff Department per vehicle – shall apply to Configurations 1, 2 and 3	1	\$

4.13. **Warranty Terms:** The standard manufacturer warranty must be provided. The bidder should describe the warranty terms below (e.g., duration and coverage) in the provided space:

4.14. **Other Product Information:** The bidder should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the bidder considers relevant such as product performance or recall information should be included.

4.15. **Order Cut-off for 2020 Models:** If the manufacturer cut-off date to order the 2020 Ford Interceptor SUV has been set, please indicate it in the available space below:

4.16. **Delivery:** Provide the number of calendar days after receipt of order before vehicles are delivered to the County:
Delivery in Calendar Days After Receipt of Order (ARO): _____

(Please complete and return with Bid Response)

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

(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, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201
Liz Palazzolo, CPPO, C.P.M. - Senior Buyer
(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



“No Bid” Response Form

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

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 10-11FEB19 – Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff’s Department

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 14-25FEB19 – Lien and Title Search Services to True Line Title Company, L.L.C.

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

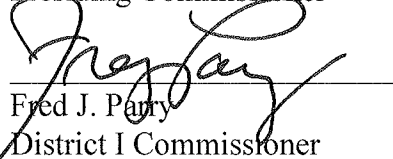
Done this 12th day of March 2019.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: February 27, 2019
RE: 14-25FEB19 – Lien and Title Search Services

The Bid for Lien and Title Search Services closed on February 25, 2019. One bid was received. Purchasing and the Boone County Collector recommend award to True Line Title Company, L.L.C. for offering the lowest responsive bid.

This is a term and supply contract and invoices will be paid out of department 1150 – Collector, department 84500 – Title Search. \$34,025.00 was budgeted for fiscal year 2019.

cc: Brian McCollum, Collector
Crystal Desilva, Deputy Collector
Bid File

**PURCHASE AGREEMENT
FOR
LIEN AND TITLE SEARCH SERVICES – TERM & SUPPLY**

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **True Line Title Company, L.L.C.**, 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 **Lien Search and Title Search Services Term and Supply**, County of Boone Request for Bid for **Lien Search and Title Search Service Term & Supply**, bid number **14-25FEB19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor’s bid response dated **February 18, 2019** and executed by **Adam Plevyak** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **March 1, 2019 and extend through February 29, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with lien search and title search services. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Collectors Office, 801 E. Walnut, Room 118, Columbia, MO 65201-4890. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. 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.

TRUE LINE TITLE COMPANY, LLC

DocuSigned by:
 By Adam Plevnyak
 B79A8016D455428...
 Title Owner

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 D448934CED6E4E8...
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Duffner
 959A0DDE07C415...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by M.T.
 7D82DA868E7F43E...
 County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: <u>Dune Pevnford by pj</u> 417B452E1C847D...	3/4/2019	1150/84500 - Term and Supply
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

4. Response Form- Submit three (3) copies of your Bid Response in a single sealed envelope, clearly marked on the outside left corner with your company name and return address, and the Bid Number and Due Date and Time.

Company Name: True Line Title Company, LLC
 Address: 110 E. Ash Street
 City/Zip: Columbia, MO 65203
 Phone Number: 573-442-5554
 E-Mail: Titles@TrueLineTitle.com
 Fax Number: 573-442-6010
 Federal Tax I.D. 26-2081098
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) Limited Liability Company

PRICING

4.1. Cost per Completed Lien Search Provided \$ 44.85
 4.2. Cost per Completed Lien/Title Search Provided \$ 44.85

4.3. RENEWAL OPTION (if County elects to renew this contract beyond the initial contract period):

Maximum Percentage Increase for 1st Renewal Period: 0.00 %

Maximum Percentage Increase for 2nd Renewal Period: 0.00 %

4.4. What is your proximity by miles to the official records at the Boone County Recorder's office and the Boone County Circuit Clerk's office in Columbia, MO? (Note that it is contemplated that in the performance of this contract there will be occasions where the official records will need to be consulted at the offices of the Boone County Recorder and/or the judgment index at the Boone County Circuit Clerk.)

7 blocks, approximately 1/2 mile

4.5. What are the names and qualifications of the individuals who will be assigned to do the title searches contemplated this contract? Please provide the same information for the supervisor(s) of those identified individuals.

Carrie Bellinghausen, 16+ years title experience, will perform work
Adam Plevyak, 23+ years title experience, will supervise and perform work
Christie Robertson, 20+ years title experience, will perform work

4.6. Describe these individuals' roles and previous experiences in current or past contracts performing title searches and developing title reports, including attachments of appropriate vesting deeds and other source documentation to support the conclusions contained with the title reports.

Carrie Bellinghausen has had the responsibility of overseeing seven previous lien search projects for Boone County and will oversee this project as well. Felicia Bowden has had the responsibility of typing reports for the previous 5 years and will do so again. Adam Plevyak has been backup and conducted oversight for Boone County lien searches for many years and will again. Christie Robertson has had several years experience with other lien projects in her previous employment posts.


4.7. COOPERATIVE PURCHASING: Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, MO? (A negative response to this question will not affect evaluation of your bid.)

Yes _____ No **XXX** _____

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 which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

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

Authorized Representative (Sign By Hand):


_____ Date: 2/18/19

Print Name of Authorized Representative:

Adam Plevyak
_____ Date: February 18, 2019

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: **True Line Title Company, LLC**
2. Business Address: **110 E. Ash Street, Columbia, Missouri 65203**
3. When Organized: **2008**
4. When Incorporated: **N/A**
5. List federal tax identification number: **26-2081098**
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
Limited Liability Company
6. Number of years engaged in business under present firm name: **11**
7. If you have done business under a different name, please give name and business location under that name: **n/a**
8. Percent of work done by own staff: **100%**
9. Have you ever failed to complete any work awarded to your company? If so, where and why?
No
10. Have you ever defaulted on a contract? **No** If so, give details: _____
11. List of contracts completed within the last two years for work similar in scope to that described in this bid, including value of each. **Two contracts only to Boone County MO Purchasing 2017 Value \$9,642.75 - 2018 Value \$11,481.60**
12. List of projects/contracts currently in progress: _____
Many smaller, ordinary course of business, contracts underway, none individually to the size and scope of the contemplated Boone County Lien Search Project.
*** ATTACH ADDITIONAL SHEETS AS NECESSARY ***

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

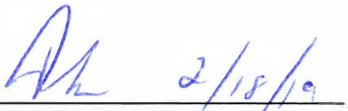
House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs 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&vgnextchannel=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.**

Note: True Line Title Company, LLC, hires all of its employees through a third party employment management system in order to allow for greater compliance accuracy for all aspects of human resources, payroll tax filings and other compliance requirements, including E-Verify. The third party company is Moresource, Inc., located in Columbia, Missouri. Please find their compliance certification for the E-Verify program attached. All True Line Title Company employees are subjected to the program via Moresource, Inc's system.



Adam Plevyak

February 18, 2019

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Adam Plevyak, Manager of True Line Title Company, LLC

Name and Title of Authorized Representative

Signature

February 18, 2019

Date

TRUE LINE TITLE COMPANY LLC
110 E ASH ST
COLUMBIA MO 65203

State of Missouri		
License No: 8024214	Insurance License	
	FEIN: 26-2081098	
<i>TRUE LINE TITLE COMPANY LLC</i>		
Is hereby authorized to transact business in accordance with the license description below:		
LICENSE TYPE	EFFECTIVE DATE	EXPIRATION DATE
Business Entity Producer	03/14/2018	03/13/2020



The Great Seal of the State of Missouri is a circular emblem. It features a central shield divided into four quadrants, with a sun in the upper left, a plow in the upper right, a sheaf of wheat in the lower left, and a sheaf of wheat in the lower right. The shield is flanked by two figures: a Native American on the left and a Minuteman on the right. Above the shield is a crest with a figure holding a staff. The entire seal is encircled by the words "GREAT SEAL OF THE STATE OF MISSOURI" and the motto "SALUS IN SUPREMO" at the bottom.

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The business entity must renew the license and pay fees required by Missouri Statutes

For questions regarding a license, contact:
MO DIFP - Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
<http://www.insurance.mo.gov>



Company ID Number: 175717

Client Company ID Number: 939035

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Trueline Title Company, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent 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 E-Verify Employer Agent, 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



Company ID Number: 175717

Client Company ID Number: 939035

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. 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 1-888-464-4218.
 - 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 I-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.

5. 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.
6. 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 5 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 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.



Company ID Number: 175717

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7. 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.

8. 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.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) 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.

10. 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.

11. 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 (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.



Company ID Number: 175717

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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).

12. 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).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) 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.

14. 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 a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent 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.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. 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



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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.

18. 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.
19. 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.
20. 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.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need



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E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent 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.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about



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its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent 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 Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent 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.

17. The E-Verify Employer Agent 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 E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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 reverify 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



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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 information reflected in the Form I-9 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.



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Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired 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.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) 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 the E-Verify Employer Agent) 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 E-Verify Employer Agent.

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 E-Verify Employer Agent.

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:



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- a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), 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.



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 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



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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 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.



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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. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
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.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

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



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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, 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, the E-Verify Employer Agent, 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, the Employer, and the E-Verify Employer Agent. Trueline Title Company, LLC (Employer) hereby designates and appoints Moresource, Inc. (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

REQUEST FOR BID (RFB)

Robert Wilson
Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **14-25FEB19**
Commodity Title: **Lien and Title Search Services - Term and Supply**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Monday, February 25, 2019
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, February 25, 2019
Time: 2:00 PM, Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
"No Bid" Response Form
Boone County Standard Terms and Conditions
Statement of Bidder's Qualifications
- Attachments: Work Authorization Certification (House Bill 1549)
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Sample Lien Search Form

1. Introduction and General Conditions of Bidding

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

1.2. DEFINITIONS

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

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

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

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

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

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

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

Supplier – All business/entities which may provide the subject goods and/or services.

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

Response – The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

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

1.5. Bid Addendum – If it becomes evident that this Bid 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.

1.6. AWARD – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

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

1.6.2. – Past experience, litigation history, and tax payment history of Bidder and all personnel who will provide title research services under this Contract will all be considered in bid evaluation.

1.7. CONTRACT EXECUTION – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder’s Response.

1.8. CONTRACT PERIOD – Any Term and Supply Contract resulting from this Bid will have an initial term from **March 1, 2019 through February 28, 2020 and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director.**

1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

County of BoonePurchasing Department**2. Primary Specifications****ITEMS TO BE PROVIDED – Lien Search and Title Search Services**

2.1. Scope of Work – Contractor shall complete lien searches on property subject to sale at the 2019 Tax Certificate Sale of Real Estate. Boone County Collector's Office is required to provide notice to any person who holds a publicly recorded deed of trust, mortgage, lease, lien, mechanics lien, or other claim on the property prior to the tax sale. Contractor must accurately and completely identify all lien holders and recent grantees having a valid interest in the identified property. Interests, which have been released or extinguished, whether voluntarily or by operation of law, need not be identified. Recent grantees are those that derive their interest from the grantor addressed on the tax statement or printout provided in lieu of tax statement, at a date on or subsequent to January 1 of the tax year noted. Each search must identify all individuals and/or firms having a valid interest in the property. In addition to lien searches on property prior to the tax sale, the Boone County Collector may request a lien/title search be performed throughout the contract period on property before a Collector's Deed is to be issued. When requested, the Contractor shall complete a lien/title search and deliver to the Boone County Collector's Office within three working days.

2.2. Minimum Respondent Qualifications-

- * Respondent must be a licensed Title Insurance Agency by the State of Missouri Department of Insurance. Each Respondent must provide a copy of said license with their bid response.
- * Respondent must have at least \$500,000.00 Errors and Omissions Insurance and/or Professional Liability Insurance. Each Respondent must provide a copy of the current insurance policy statement with their bid response plus documentation noting any insurance exclusion(s).

2.3. Statement of Bidder's Qualifications-

Bidder must complete the enclosed Statement of Bidder's Qualifications and submit with Bid Response.

2.4. Estimated Quantity- The number of delinquent parcels fluctuates, making it difficult to provide an accurate number during the bid process. Payment will be based upon the exact number of successfully completed searches. The following indicates the actual number of searches performed under previous contracts.

Year	Actual Number of Searches Performed Under Resulting Contract
2018	258
2017	216
2016	250
2015	273
2014	344
2013	354
2012	347
2011	328
2010	513
2009	494
2008	296
2007	217
2006	201
2005	163
2004	166
2003	115

2.5. CONTRACTOR RESPONSIBILITIES - For each parcel identified, contractor must provide the following information for all lien holders:

- * Name;
- * Address;
- * Lien Date;
- * Dollar Amount of Lien;
- * Assignment of lien, assignment date, name and address of assignee, and;
- * Legal description of each parcel including parcel number.

Contractor will certify that the information provided for each parcel is the result of a complete and thorough search of the records on file with the Boone County Recorder of Deeds and Circuit Clerk and said search was completed during the term of the resulting contract.

2.5.1. Errors – Contractor will be required to report to the Boone County Collector any errors or deletions in the legal description or ownership as provided by the county along with a notation as to the location of the correct legal description or ownership.

2.5.2. Additional Information – Contractor must provide the name, address and telephone number of the Company completing the lien search. Contractor must also include the date the lien search was completed and the name and original signature of the individual completing the search. The desired format for the lien search document is attached. Any deviations from the desired format must be approved by the Boone County Collector. Contractor must furnish a copy of the current warranty deed with the search.

2.5.3. Information Submission Guidelines – The form must be completed in its entirety. All completed searches will be presented to the Collector with a cover page noting those searches completed in parcel number order and signed by an authorized representative. All search forms will also be in parcel number order. In the event that the County requests additional information or corrections, Contractor agrees to make changes and corrections and return the corrected information to the Boone County Collector within one business day at no additional charge.

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

2.6. COUNTY RESPONSIBILITIES – For each real estate account, the Collector's Office will provide a list which will include the owner's name, situs address when available and a legal description of each parcel of real estate. This list is to be provided to the contractor on or about May 1. The list may be amended by additions and deletions. However, searches performed and returned to the Collector's Office prior to notification of a deletion from the list will be paid under the contract.

2.6.1. Contractor shall provide a copy of the vesting deed with each lien search provided to Boone County. The County will reimburse the Contractor up to \$1.00/page for copies of deeds purchased from the Boone County Recorder's office. The cost of obtaining copies of documents from the Boone County Circuit Clerk's office will be reimbursed at actual cost. Documentation of charges, such as an invoice or paid receipt from the Recorder and/or Circuit Clerk must be submitted for reimbursement.

2.7. CONTRACT DOCUMENTS- The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.7.1. Contract Extension – The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.

2.8. DESIGNEE- Brian McCollum, Boone County Collector, 801 E. Walnut St, Room 118, Columbia, Missouri 65201.

2.9. BID CLARIFICATION – Any questions or clarifications concerning bid documents should be addressed in writing to Robert Wilson, Buyer, 613 E. Ash St, Room 113, Columbia, Missouri 65201 or by e-mail: Rwilson@boonecountymo.org .

2.10. DELIVERY: Brian McCollum, Boone County Collector, 801 E. Walnut St, Room 118, Columbia, Missouri 65201.

2.10.1. Delivery Terms: FOB- Destination. All searches for the first contract period must be completed and submitted to the Boone County Collector NO LATER THAN 5:00 P.M., WEDNESDAY, JUNE 19, 2019.

Completed searches are to be submitted in accordance with the conditions set in the “Information Submission Guidelines” described herein, with one third (1/3) of the searches completed and submitted to the Collector no later than 5:00 p.m. on Wednesday, May 15, 2019; one third (1/3) of the searches completed and submitted to the Collector no later than 5:00 p.m. on Friday, May 31, 2019 and the final one third (1/3) submitted to the Collector no later than 5:00 p.m. on Wednesday, June 19, 2019.

2.10.2. For future renewal years, if applicable, the Collector’s office will supply Contractor with appropriate timelines for completed searches prior to renewal acceptance.

2.11. PAYMENT TERMS – Contractor will be paid the unit price awarded in this bid based upon the successful completion of all searches as requested by the Collector. Payment will be made within 30 days from the date a correct monthly billing statement is received by the Boone County Collector or within 30 days requested search corrections are completed and returned to the Boone County Collector, whichever is later. In the event of statement/invoice errors, the County reserves the right to withhold payment on the disputed items until such time a corrected statement/invoice is received. In the event of search corrections, the County reserves the right to withhold payment on the disputed items until such time search corrections are received.

3. Response Presentation and Review

3.1. RESPONSE CONTENT – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for the items requested shall be included with the response.

3.2. SUBMITTAL OF RESPONSES – Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. 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 Boone County Purchasing Department, 613 East Ash St, Columbia, Missouri 65201, three (3) complete copies of your Bid Response in a single sealed envelope, clearly marked on the outside with your company name and return address, and the Bid Number and Due Date and Time.

3.2.2. Advice of Award – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at www.showmeboone.com.

3.3. BID OPENING – On the date and time and at the location specified on the title page under "Bid Opening", all Bid Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

3.4. Removal from Vendor Database – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.5. RESPONSE CLARIFICATION – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

3.6. Rejection or Correction of Responses – The County reserves the right to reject any or all Bid Responses. Minor irregularities or informalities in any Bid Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

3.7. 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. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

3.7.1. Method of Evaluation – The County will evaluate submitted Responses in relation to all aspects of this Bid.

3.7.2. Acceptability – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

3.8. Endurance of Pricing – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone

Purchasing Department

4. Response Form- Submit three (3) copies of your Bid Response in a single sealed envelope, clearly marked on the outside left corner with your company name and return address, and the Bid Number and Due Date and Time.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

E-Mail: _____

Fax Number: _____

Federal Tax I.D. _____

Corporation _____

Partnership – Name _____

Individual/Proprietorship – Individual Name _____

Other (Specify) _____

PRICING

4.1. Cost per Completed Lien Search Provided \$ _____

4.2. Cost per Completed Lien/Title Search Provided \$ _____

4.3. RENEWAL OPTION (if County elects to renew this contract beyond the initial contract period):

Maximum Percentage Increase for 1st Renewal Period: _____ %

Maximum Percentage Increase for 2nd Renewal Period: _____ %

4.4. What is your proximity by miles to the official records at the Boone County Recorder’s office and the Boone County Circuit Clerk’s office in Columbia, MO? (Note that it is contemplated that in the performance of this contract there will be occasions where the official records will need to be consulted at the offices of the Boone County Recorder and/or the judgment index at the Boone County Circuit Clerk.)

4.5. What are the names and qualifications of the individuals who will be assigned to do the title searches contemplated this contract? Please provide the same information for the supervisor(s) of those identified individuals.

4.6. Describe these individuals’ roles and previous experiences in current or past contracts performing title searches and developing title reports, including attachments of appropriate vesting deeds and other source documentation to support the conclusions contained with the title reports.

4.7. COOPERATIVE PURCHASING: Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, MO? (A negative response to this question will not affect evaluation of your bid.)

Yes _____ No _____

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 which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

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

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name of Authorized Representative:

_____ Date: _____



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?

10. Have you ever defaulted on a contract? _____ If so, give details: _____
11. List of contracts completed within the last two years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects/contracts currently in progress: _____

*** ATTACH ADDITIONAL SHEETS AS NECESSARY ***

Exact Name(s) on Tax Statement.

Parcel #

Property Information

Property Location (Situation Address)	
--	--

Legal Description _____ Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	
--	--

Vesting Deed

Name of Owner(s)	
Address	
Title Taken By	
Date of Deed	
Date Recorded	
Book/Page	
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	
Date Searched	

Exact Name(s) on Tax Statement

Parcel #

Additional Liens

Special Assessments	
Date	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	
Date	
Address	
Case #	

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information

None

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of _____)
State of _____)ss

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 hereto.

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

Affiant Date

Printed Name

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

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 14-25FEB19 – Lien and Title Search Services-Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

101-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MODOT Cooperative Contract 60519CO0636 – John Deere 672G to purchase one (1) John Deere 672G Motor Grader from Martin Equipment of Illinois, Inc. of Palmyra, Missouri as well as the disposal of one (1) 2013 John Deere 672G Motor Grader, fixed asset tag 18383.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and disposal form.

Done this 12th day of March 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 12, 2019
RE: Cooperative Contract: **60519CO0636 – John Deere 672G**

Road & Bridge requests permission to utilize the **MODOT Cooperative Contract 60519CO0636** to purchase one (1) John Deere 672G Motor Grader from Martin Equipment of Illinois, Inc. of Palmyra Missouri.

Cost of contract is \$195,775.50 and will be paid from department 2040 – RB Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2019 budgeted amount was \$270,000. The budgeted trade-in value was \$68,500, yielding a net cost of \$201,500.

The contract price is \$281,275.50 minus the trade-in price of \$85,500, yielding a net cost of \$195,775.50.

The Purchasing Department requests permission to dispose of the following surplus by trade-in:
2013 John Deere 672G Motor Grader, with **fixed asset tag 18383**.

Attached is the Disposal Form for signature.

cc: Greg Edington, RB
Contract File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/17/2019

Fixed Asset Tag Number: 18383

Description of Asset: 2013 John Deere 672G Motorgrader

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 1DW672GXLDE651835

Condition of Asset: Fair

Reason for Disposition: Unit was planned for replacement in 2019, Machine Hours: 8011

Location of Asset and Desired Date for Removal to Storage: NA

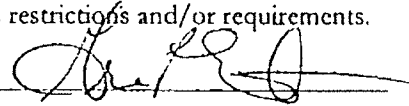
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 3-28-13

G/L Account for Proceeds 2040-3835 HQ

Original Acquisition Amount \$215,500.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 101-2019

Date Approved 3-12-19

Signature 

RECEIVED
JAN 30 2019
BOONE COUNTY
AUDITOR

**PURCHASE AGREEMENT
FOR
MOTOR GRADER**

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, 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) **John Deere 672G Motor Grader**, Martin Equipment quotation dated 01/08/2019, the Missouri Department of Transportation Contract **60519CO0636** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60519CO0636 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) John Deere 672G Motor Grader as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
John Deere 672G Motor Grader with 6WD	\$239,000.00	1	\$239,000.00
<ul style="list-style-type: none"> • John Deere PowerTech PSS 9.0L • 18 Halogen Deluxe Grading Lights • Air Conditioner • 24-to-12 Volt Converter • Lower Front Intermittent Wiper & Washer • Air Suspension Seat with Armrests & Headrest • 14' x 27" x 1" with 8" x 3/4" Cutting Edge and 5/8" Hardware 			
Following Options at 50% Discount off of MSRP:			
<ul style="list-style-type: none"> • Auto Shift Transmission • LH Aux Hydraulics • Additional Strobe Lights • RH Blade Control • Chrome Exhaust • Heated Outside Mirrors • 17.5x25 Tires and Wheels • Deere Front Scarifier • Rear Camera • Front Fenders • Premium Radio 	\$ 921.00 \$ 2,800.00 \$ 3,300.00 \$ 450.00 \$ 345.00 \$ 280.00 \$ 5,702.00 \$ 4,439.00 \$ 1,250.50 \$ 1,735.00 \$ 744.50	1 1 1 1 1 1 1 1 1 1 1	\$ 921.00 \$ 2,800.00 \$ 3,300.00 \$ 450.00 \$ 345.00 \$ 280.00 \$ 5,702.00 \$ 4,439.00 \$ 1,250.50 \$ 1,735.00 \$ 744.50
Optional Equipment			
<ul style="list-style-type: none"> • Scarifier Teeth 	\$ 6,000.00	1	\$ 6,000.00
Warranty			
<ul style="list-style-type: none"> • 3YR/4,000 HR COMP Warranty • 7YR/7,500 PT/ Hyd Warranty 	\$ 8,626.00 \$ 9,905.50	1 1	\$ 8,626.00 \$ 9,905.50
Subtotal			\$ 285,498.50
Less Balderson Front Lift			- \$ 1,350.00
Less 5 Yr/2500 PT/Hyd Warranty			- \$ 2,873.00
Less Trade-In: 2013 John Deere 672G Motor Grader SN (651869) – Asset Tag #18383			- \$ 85,500.00
Total Including Trade			<u>\$ 195,775.50</u>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90 - 120 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

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 Road & Bridge 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.

MARTIN EQUIPMENT OF ILLINOIS, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Brian Rowe
 7AE90B3F21D448F...
 Title Branch Manager

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 0A4B914CEDA15E...
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Cheryl J. Duffane
 7A4D60A1...
 Cheryl J. Duffane
 County Counselor

DocuSigned by:
Brianna L. Lennon by MT
 3B3AD4968E848E...
 Brianna L. Lennon by MT
 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.)

DocuSigned by:
James E. Pritchard by JEP
 184244D...
 James E. Pritchard by JEP
 Signature

3/5/2019
 Date

2040 - 92300 - \$195,775.50
 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



106 Industrial Drive
 Ashland, MO 65010
 o : 573.657.2154
 f : 573.657.1012
 www.meoi.com

1/8/2019

BOONE COUNTY PUBLIC WORKS
 672G

Base 672G MODOT Bid \$239,000.00
 MISSOURIBUYS-IFB605C019000030

Auto Shift Transmission	\$921.00		LIST PRICE	\$1,842.00
LH Aux Hydraulics	\$2,800.00		LIST PRICE	\$5,600.00
Additional Strobe Lights	\$3,300.00		LIST PRICE	\$6,600.00
RH Blade Control	\$450.00		LIST PRICE	\$900.00
Chrome Exhaust	\$345.00		LIST PRICE	\$691.00
Heated Outside Mirrors	\$280.00		LIST PRICE	\$560.00
17.5 x 25 Tires and Wheels	\$5,702.00	Micheln Snow Plus	LIST PRICE	\$11,404.00
Deere Front Scarifier	\$4,439.00		LIST PRICE	\$8,878.00
Balderson Front Lift Group	(\$1,350.00)			
Scarifier Teeth	\$6,000.00			
REAR CAMERA	\$1,250.50		LIST PRICE	\$2,501.00
3YR/4000 HR COMP WARRANTY	\$8,626.00			
7YR/7500 PT/HYD WARRANTY	\$9,905.50			
5Yr/2500 PT/Hyd Warranty	(\$2,873.00)			
FRONT FEDERS	ADD \$1,735.00		LIST PRICE	\$3,470.00
PREMIUM RADIO	ADD \$744.50		LIST PRICE	\$1,489.00
TOTAL		\$281,275.50		

OPTIONS TO CONSIDER:

TRADE IN: 2013 JOHN DEERE 672G SN#651869
 TRADE VALUE \$85,500.00



Solicitation Number IFB605CO19000030
 Solicitation Title Motor Graders - Multiple Award
 Invitation Type Public
 Start Date - Time 8/14/18 8:00 a
 Open Date - Time 9/4/18 14:00 a
 Delivery Terms Free On Board Destination

Vendor Name	Solicitation Contact Name	Solicitation Contact Email	Solicitation Contact Phone
ERB EQUIPMENT CO., INC	JENNIFER MAY	JENNIFERMAY@ERBEQUIPMENT.COM	636-349-0200
Murphy Tractor & Equipment Co Inc	James (Jim) Levy	jlevy@murphytractor.com	816-483-5000-5000
The Victor L Phillips Co	Robert Maggard	rmaggard@vlpco.com	8162419290-
John Fabick Tractor Company	Steve Horstman	steve.horstman@fabickcat.com	573-636-3184
MARTIN EQUIPMENT	KEVIN SMYSER	KEVINSMYSER@MEOI.COM	573-759-2274-
Altorfer Inc	Brian McGowan	bmcgowan@altorfer.com	319-365-0551-2293
Luby Equipment Services	Scott Morga	smorga@lubyequipment.com	636-343-9970-1337

MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 165-255HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG11	21. Factory Attachments/Implements for 6X4 Motorgraders	Y				DISCOUNT(-)	%	0.000000	1.000000
MG12	22. Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders	Y				DISCOUNT(-)	%	0.000000	1.000000
MG10	24. Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	Y				DISCOUNT(-)	%	0.000000	1.000000

MARTIN EQUIPMENT

MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range	N	672G	JOHN DEERE	672G	N/A	\$ Amount	239,000.000000	1.000000
MG5	6. Factory Attachments/Implements for 6X6 Motor Graders	N	0	JOHN DEERE	ANY	DISCOUNT(-)	%	50.000000	1.000000
MG6	9. Non-Factory Parts/Attachments/Implements/Accessories for 6X6 Motor Graders	N	0	NON JOHN DEERE	ANY	DISCOUNT(-)	%	0.000000	1.000000
MG3	14. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range	N	772G	JOHN DEERE	772G	N/A	\$ Amount	256,000.000000	1.000000
MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range	N	622G	JOHN DEERE	622G	N/A	\$ Amount	223,000.000000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	N	50	JOHN DEERE	622,672,772	DISCOUNT(-)	%	50.000000	1.000000
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	N	670G	JOHN DEERE	670G	N/A	\$ Amount	213,000.000000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 165-255HP range	N	770G	JOHN DEERE	770G	N/A	\$ Amount	224,500.000000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	N	620G	JOHN DEERE	620G	N/A	\$ Amount	197,000.000000	1.000000

MG11	21. Factory Attachments/Implements for 6X4 Motorgraders	N	50		JOHN DEERE	ANY	DISCOUNT(-)	%	50.000000	1.000000
MG12	22. Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders	N	0		NON JOHN DEERE	ANY	DISCOUNT(-)	%	0.000000	1.000000
MG10	24. Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	N	50		JOHN DEERE	620.670.770	DISCOUNT(-)	%	50.000000	1.000000

Murphy Tractor & Equipment Co Inc

MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range	N	672G		John Deere	672G	N/A	\$ Amount	240,000.000000	1.000000
MG5	6. Factory Attachments/Implements for 6X6 Motor Graders	N	672G		John Deere	672G	DISCOUNT(-)	%	50.000000	1.000000
MG6	9. Non-Factory Parts/Attachments/Implements/Accessories for 6X6 Motor Graders	N	772G		John Deere	772G	DISCOUNT(-)	%	50.000000	1.000000
MG3	14. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range	N	772G		John Deere	772G	N/A	\$ Amount	255,000.000000	1.000000
MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range	N	622G		John Deere	622G	N/A	\$ Amount	223,500.000000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	N	622G		John Deere	622G	DISCOUNT(-)	%	50.000000	1.000000
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	N	670G		John Deere	670G	N/A	\$ Amount	213,500.000000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 165-255HP range	N	770G		John Deere	770G	N/A	\$ Amount	225,000.000000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	N	620G		John Deere	620G	N/A	\$ Amount	197,500.000000	1.000000
MG11	21. Factory Attachments/Implements for 6X4 Motorgraders	N	670G		John Deere	670G	DISCOUNT(-)	%	50.000000	1.000000
MG12	22. Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders	N	770G		John Deere	770G	DISCOUNT(-)	%	50.000000	1.000000
MG10	24. Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	N	620G		John Deere	620G	DISCOUNT(-)	%	50.000000	1.000000

The Victor L Phillips Co

MG2	2 New 6WD articulated 6x6 motor grader. Front wheel with dual/variable 140-240HP range	N	n/a		Case	856C AWD	N/A	\$ Amount	230,990,000,000	1.000000
MG5	6. Factory Attachments/Implements for 6X6 Motor Graders	N	n/a		Case	unknown	DISCOUNT(-)	%	27,000,000	1.000000
MG6	9. Non-Factory Parts/Attachments/Implements/Accessories for 6X6 Motor Graders	N	n/a		unknown	unknown	DISCOUNT(-)	%	1,000,000	1.000000
MG3	14 New 8WD articulated 6x6 motor grader. Front wheel with dual/variable 185-275HP range	N	n/a		Case	856C AWD	N/A	\$ Amount	230,990,000,000	1.000000
MG1	17 New 6WD articulated 6x6 motor grader. Front wheel with dual/variable 138-215HP range	N	n/a		Case	856C AWD	N/A	\$ Amount	230,990,000,000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	N	n/a		Case	unknown	DISCOUNT(-)	%	27,000,000	1.000000
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	N	n/a		Case	856C 4WD	N/A	\$ Amount	214,260,000,000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 185-255HP range	N	n/a		Case	856C 4WD	N/A	\$ Amount	214,260,000,000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	N	n/a		Case	856C 4WD	N/A	\$ Amount	214,260,000,000	1.000000
MG11	21. Factory Attachments/Implements for 6X4 Motorgraders	N	n/a		Case	n/a	DISCOUNT(-)	%	27,000,000	1.000000
MG12	22 Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders	N	n/a		unknown	unknown	DISCOUNT(-)	%	1,000,000	1.000000
MG10	24 Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	N	n/a		Case	n/a	DISCOUNT(-)	%	27,000,000	1.000000

Number	Manufacture Name	Manufacture Part No.	Pricing Factor	Pricing Type	Bid/Unit	Total Quantity
Altorter Inc						
MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range					
MG5	6 Factory Attachments/Implements for 6X6 Motor Graders					
MG6	9. Non-Factory Parts/Attachments/Implements/Accessories for 6X6 Motor Graders					
MG3	14 New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range					
MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range					
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3					
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range					
MG9	3 New articulated 6x4 motor grader with dual/variable 165-255HP range					
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range					
MG11	21. Factory Attachments/Implements for 6X4 Motorgraders					
MG12	22. Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders					
MG10	24 Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9					

ERB EQUIPMENT CO., INC

MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range					
MG5	6 Factory Attachments/Implements for 6X6 Motor Graders					

MG6	9. Non-Factory Parts/Attachments/Implementments/Accessories for 6X6 Motor Graders	N	0.0		NON JOHN DEERE ATTACHEMENTS	622,672,772	DISCOUNT(-)	%	0.000000	1.000000
MG3	14. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range	N	772G	772G	John Deere	772G	N/A	\$ Amount	257,000.000000	1.000000
MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range	N	622G	622G	John Deere	622G	N/A	\$ Amount	225,000.000000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	N	50.00		John Deere	622,672,772	DISCOUNT(-)	%	50.000000	1.000000
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	N	670G	670G	John Deere	670G	N/A	\$ Amount	215,500.000000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 165-255HP range	N	770G	770G	John Deere	770G	N/A	\$ Amount	226,000.000000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	N	620G	620G	John Deere	620G	N/A	\$ Amount	199,500.000000	1.000000
MG11	21. Factory Attachments/Implementments for 6X4 Motorgraders	N	50		John Deere	620,670,770	DISCOUNT(-)	%	50.000000	1.000000
MG12	22. Non-Factory Parts/Attachments/Implementments/Accessories for 6X4 Motor Graders	N	0		NON John Deere	620,670,770	DISCOUNT(-)	%	0.000000	1.000000
MG10	24. Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	N	50		John Deere	620,670,770	DISCOUNT(-)	%	50.000000	1.000000

John Fabick Tractor Company

MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range	N	12M3 AWD		Caterpillar	12M3 AWD	N/A	\$ Amount	255,000.000000	1.000000
MG5	6. Factory Attachments/Implementments for 6X6 Motor Graders	N	N/A		Caterpillar	N/A	DISCOUNT(-)	%	10.000000	1.000000
MG6	9. Non-Factory Parts/Attachments/Implementments/Accessories for 6X6 Motor Graders	N	N/A		Caterpillar	N/A	DISCOUNT(-)	%	10.000000	1.000000
MG3	14. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range	N	N/A		Caterpillar	140M3 AWD	N/A	\$ Amount	275,000.000000	1.000000

MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range	N	120M2	Caterpillar	120M2 AWD	N/A	\$ Amount	225,000.000000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	N	N/A	Caterpillar	N/A	DISCOUNT(-)	%	10,000000	1.000000
MG8	1. New articulated 6x4 motor grader with dual/variable 140-220HP range	N	N/A	Caterpillar	12M3	N/A	\$ Amount	224,000.000000	1.000000
MG9	3. New articulated 6x4 motor grader with dual/variable 165-255HP range	N	N/A	Caterpillar	140M3	N/A	\$ Amount	245,000.000000	1.000000
MG7	20. New articulated 6x4 motor grader with dual/variable 138-215HP range	N	N/A	Caterpillar	120M2	N/A	\$ Amount	196,000.000000	1.000000
MG11	21. Factory Attachments/Implements for 6X4 Motorgraders	N	N/A	Caterpillar	N/A	DISCOUNT(-)	%	10,000000	1.000000
MG12	22. Non-Factory Parts/Attachments/Implements/Accessories for 6X4 Motor Graders	N	N/A	Caterpillar	N/A	DISCOUNT(-)	%	10,000000	1.000000
MG10	24. Factory Installed Options and 6X4 Motor Grader Purchases Other than MG7 - MG9	N	N/A	Caterpillar	N/A	DISCOUNT(-)	%	10,000000	1.000000

Luby Equipment Services

MG2	2. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 140-240HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG5	6. Factory Attachments/Implements for 6X6 Motor Graders	Y				DISCOUNT(-)	%	0.000000	1.000000
MG6	9. Non-Factory Parts/Attachments/Implements/Accessories for 6X6 Motor Graders	Y				DISCOUNT(-)	%	0.000000	1.000000
MG3	14. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 185-275HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG1	17. New 6WD articulated 6x6 motor grader, Front wheel with dual/variable 138-215HP range	Y				N/A	\$ Amount	0.000000	1.000000
MG4	23. Factory Installed Options and 6X6 Motor Grader Purchases Other than MG1 - MG3	Y				DISCOUNT(-)	%	0.000000	1.000000

VENDOR INFORMATION

	John Fabick Tractor Company	MARTIN EQUIPMENT	Altoffer Inc	ERB EQUIPMENT CO, INC	Murphy Tractor & Equipment Co Inc	Luby Equipment Services	The Victor L Phillips Co
Which MOTOR Districts are you willing to provide motor graders to (See attached HODOT District by County map)? Northwest District (NW)? Northeast District (NE)? Kansas City District (KC)? Central District (CD)? St. Louis District (SL)? Southwest District (SW)?	N/E CD, SW, SE	N/E CD	N/E Districts - excluding Adair, Montgomery, Lincoln, and Warren	SW, SE	NW, KC, SW	N/A	All Districts
Delivery of a new motor grader will be made _____ days after receipt of an order?	180 days	90 TO 120 DAYS AFTER AWARD	150 Days	90	120-180 Days	N/A	90-120
List all centers or waste vendors utilized in the fulfillment of this bid. Include percentage of participation for each center and identify the M/M/W/SDV or SDVE providing products or services in relation to the bid. If not applicable, enter N/A in the required field.	N/A	N/A	N/A	ErB Equipment Company WBE 100%	N/A	N/A	N/A
1. For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	N/A	N/A	All motor graders are built in Brazil unless specifically requested to be built in the US	N/A	None	N/A	all units Leica, Italy
2. Is your firm willing to enter cooperative purchasing in Missouri?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. Will the prices for the items offered in this bid vary because of different delivery destinations, please indicate the price for St. Louis and the price for Springfield.	N/A	N/A	prices will not vary	Fenton, MO	Contract: Murphy Tractor for price.	N/A	Kansas City, MO or Joplin, MO

Trade-In Worksheet Example:

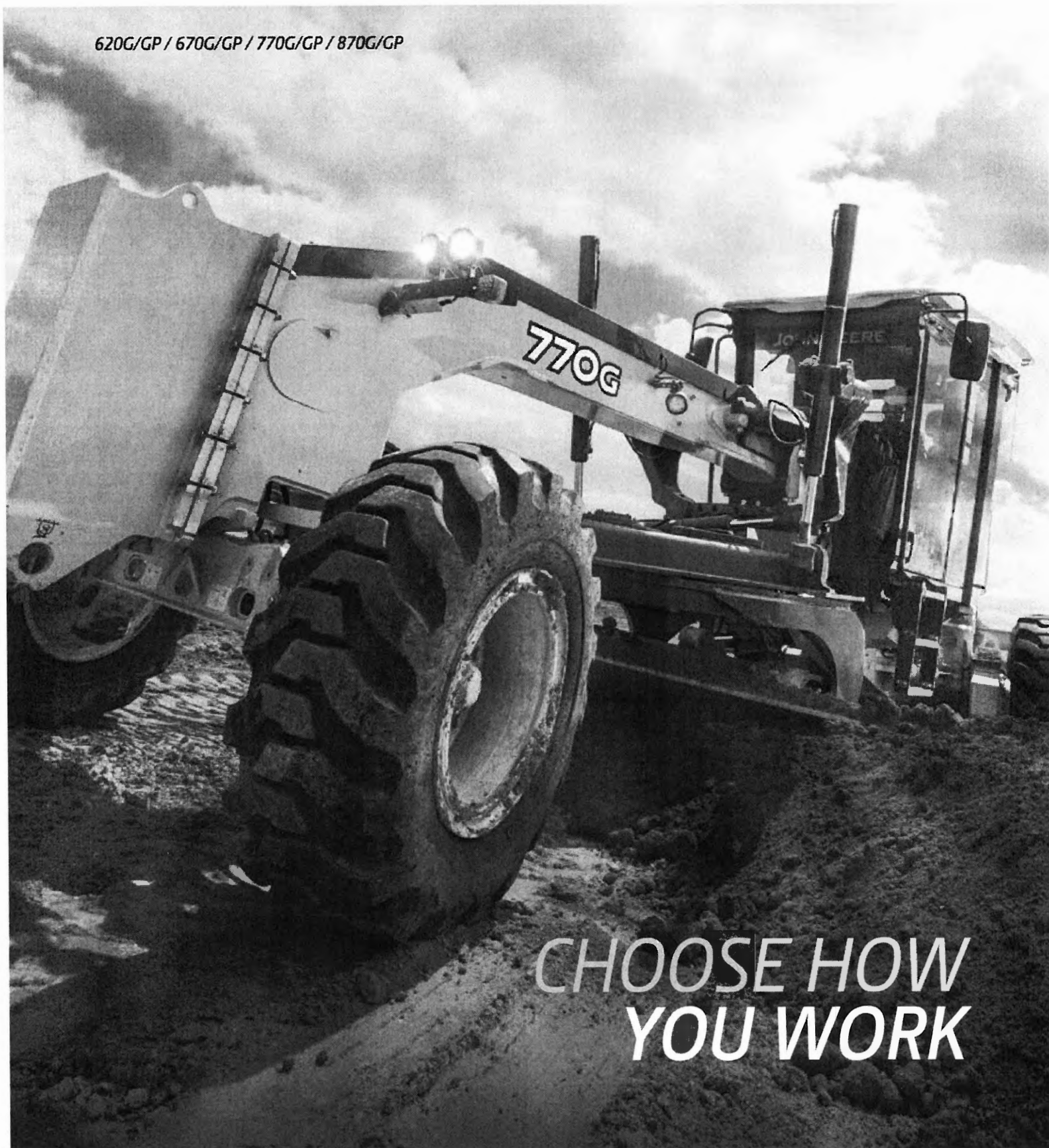
Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

G-SERIES 4WD
MOTOR GRADERS

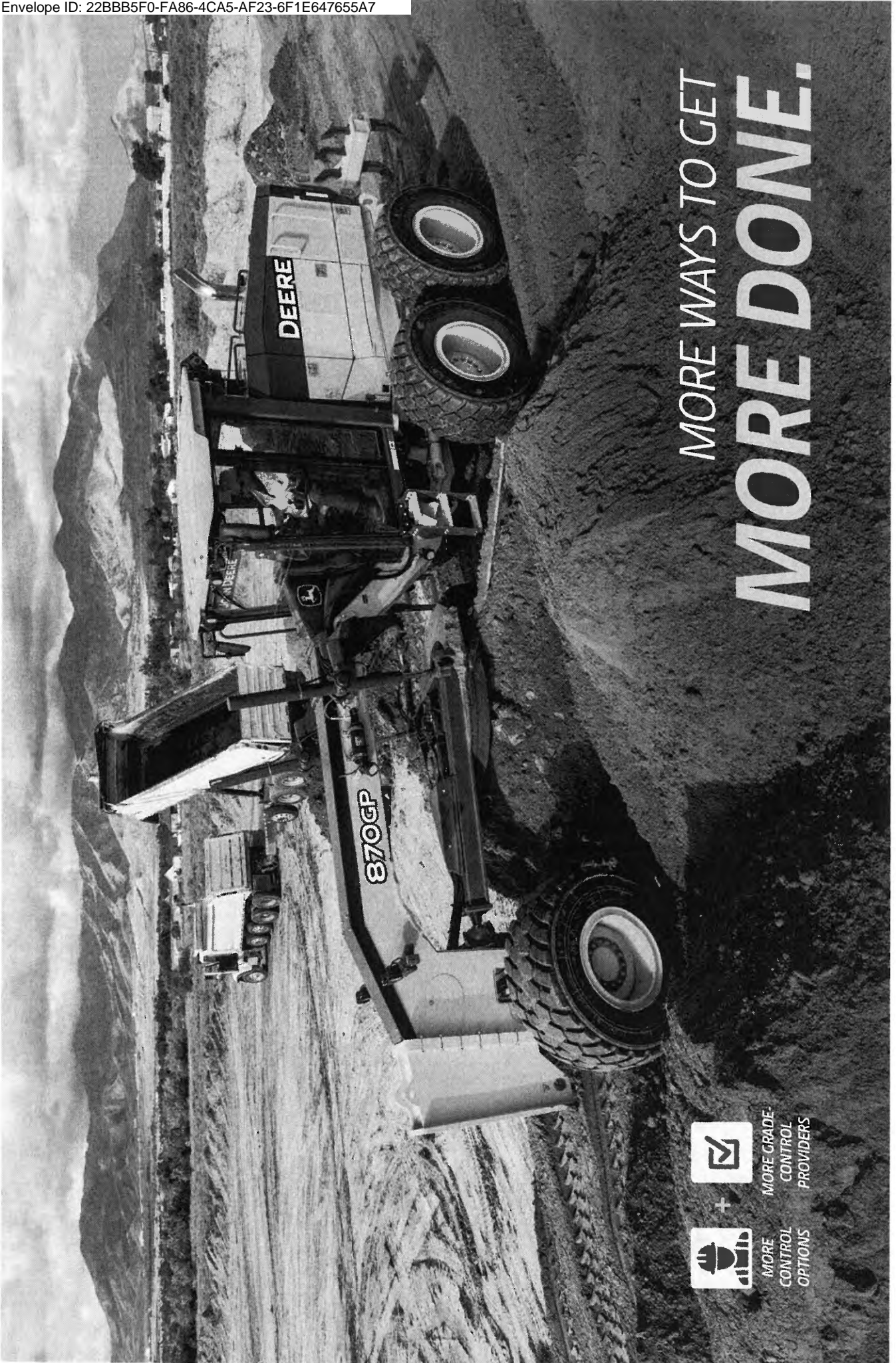


JOHN DEERE

620G/GP / 670G/GP / 770G/GP / 870G/GP



**CHOOSE HOW
YOU WORK**



MORE WAYS TO GET
MORE DONE.



MORE
CONTROL
OPTIONS

+



MORE GRADE-
CONTROL
PROVIDERS



TAKING GRADING PERFORMANCE TO THE NEXT LEVEL.

Our motor graders have earned a reputation for exceptional control and grading precision without a lot of extra effort. Inspired by thoughts and ideas from you, our customers, our latest G-Series Graders take it to the next level. With more choices, including our Customer Advocate Group-tested dual-joystick controls. Expanded grade-control system options. And a smaller, more economical machine, the new 620G. Existing models boast even more performance, along with a host of proven features to help you boost productivity and maximize uptime while lowering daily operating costs.



WHEN YOU ASK, WE LISTEN: THE NEW 620G GRADER.

Our competitively priced 620G offers contractors, townships, and municipalities the grader they've been asking for, with just the right amount of power and fuel savings of up to 10 percent over our larger models. It's equipped — not stripped — with many of the same features found on its larger siblings, including a superior cooling package and ground-level service.

RIGHT ON THE MONEY

ENHANCED PERFORMANCE, MORE OPTIONS, LOWER COST.

Boasting exceptional balance, improved performance specs, and more maximum capability, G-Series Graders help you do your level best — whether you're a major contractor, working for the county, or running a land-leveling crew.

Improved horsepower and torque

Increased engine horsepower, torque, and blade pull produce generous power and lugging ability, to deliver more power to the ground, easily pull through tough spots, or tackle steep hills.

The right power for the job

G-Series Graders deliver the right amount of power, when you need it. Horsepower and torque are optimized for each gear to maximize performance no matter your application.

Multipurpose for your multiple purposes

Redesigned heavy-duty front and rear axles combined with increased maximum operating weights enable more versatility and better blade pull for utilizing jobsite attachments.

Save fuel with Eco mode

When engaged, Eco mode reduces engine rpm in gears 1–5, optimizing fuel usage and decreasing operating costs by up to 10 percent.

Grade-control system ready

Adding your preferred grade-control system is quick and noninvasive. Grade Pro (GP) models come factory equipped with bulkhead connectors, sensor mounts, electrical wiring harnesses, integrated controls, and universal moldboard-mast mounts. Factory-installed options on GP models now also include Leica as well as Topcon and Trimble.



GRADE-CONTROL SYSTEM READY
OPTIONAL FROM THE FACTORY



STANDOUT FEATURE

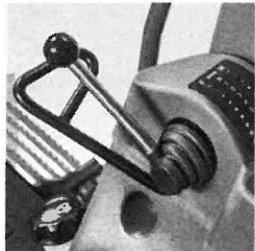
FREEDOM OF CHOICE

WITHOUT LIFTING A FINGER.



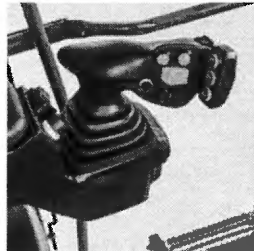
CHOICE OF CONTROLS:

- DUAL-JOYSTICK CONTROLS (GP MODELS)
- FINGERTIP ARMREST MOUNTED (GP MODELS)
- CONVENTIONAL LEVER OPERATED (G MODELS)
- STEERING WHEEL (STANDARD ON ALL MODELS)



SEISMIC SHIFT

All-new gate-less shifter builds upon proven Deere Event-Based Shifting technology to allow operators to directly move the machine from forward to reverse, in any gear, at any time. It's included on all G and Grade Pro (GP) models with fingertip controls.



CONTROL FREAK

An available option on all GP models (not available on G machines), new Deere dual-joystick controls require significantly less wrist motion to articulate the motor grader than competitive joystick controls.



AT YOUR COMMAND

Eight armrest-mounted, fingertip-actuated controls, including lever steer, are arranged in the industry-standard pattern on each side of the standard steering wheel. No extra levers are required for grade control. Instead, knob-integrated push buttons provide convenient, fingertip activation.

Our G-Series Graders give you more choice of how work gets done. On our GP models opt for new dual-joystick controls or choose state-of-the-art fingertip armrest controls. Or have the best of both worlds — a field kit allows you to easily swap between the two. Our G models offer conventional lever-operated controls. And based on customer feedback, all models still have a steering wheel. The choice is yours.

New joystick option

Our dual-joystick controls provide intuitive control with minimal hand motion during direction changes and gear shifts. By eliminating the twisting wrist motion or uncomfortable combinations common to other joystick systems, dual-joystick controls help reduce operator fatigue.

Fine control with less fatigue

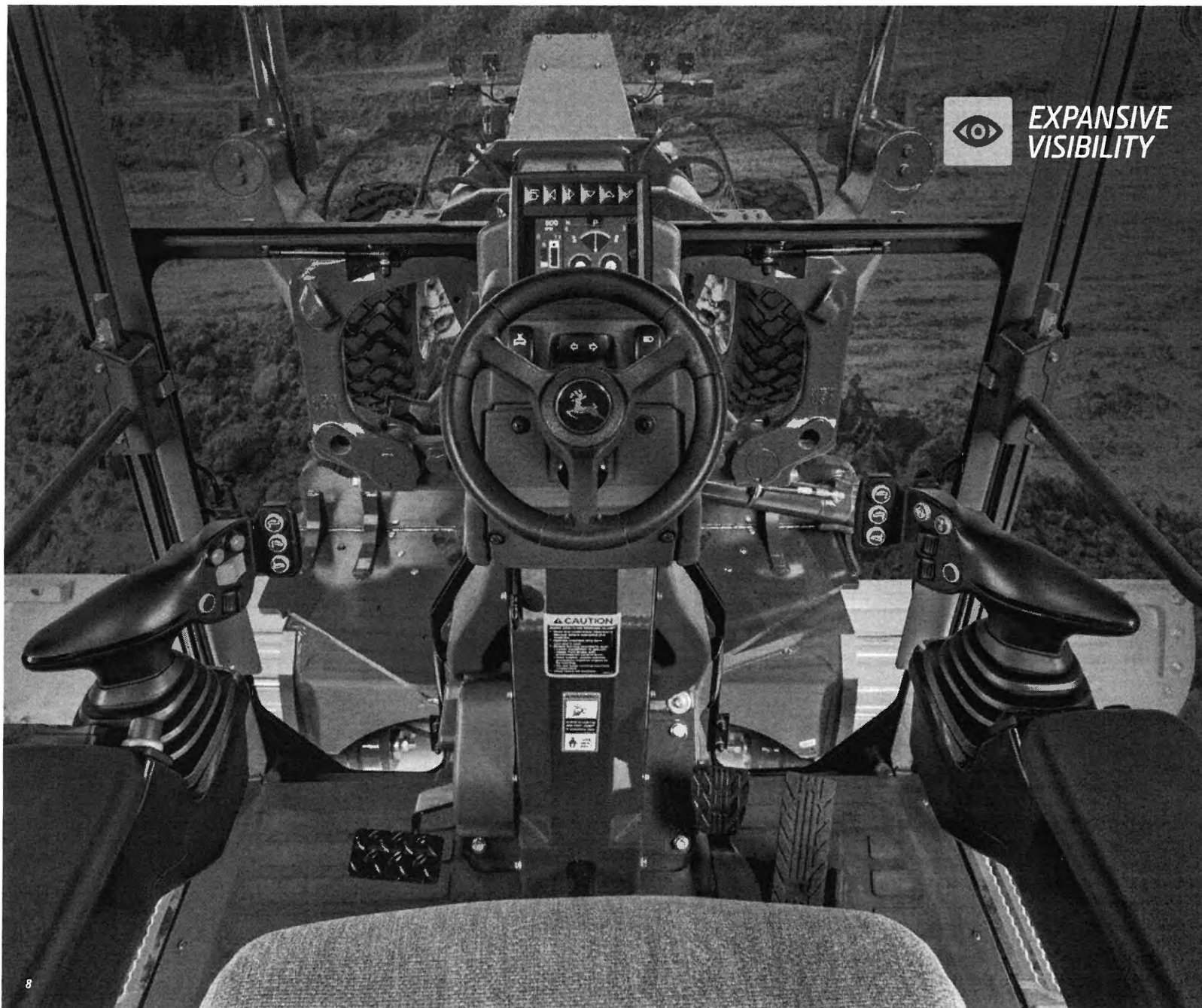
Articulation and circle-rotate functions are actuated using proportional roller switches instead of twisting the controller.

Return-to-straight

At the touch of a button, return-to-straight automatically straightens an articulated frame, for quicker work cycles.

Automated cross-slope

Dual-joystick controls and fingertip armrest controls both come equipped with cross-slope and are ready to run the grade-control system of your choice. Automated cross-slope simplifies holding a consistent slope by reducing operation to a single lever. It's a GP feature that helps veteran operators be their best and new operators get up to speed more quickly.



 **EXPANSIVE
VISIBILITY**

SIGHT FOR SORE EYES

*ENVISION MORE
PRODUCTIVITY.*

With their exceptional visibility, a new LCD high-visibility monitor, and smooth gate-less shifting, it's easy to see why G-Series Graders have become a favorite on a wide range of jobsites.

Exceptional view

All-around visibility is virtually unobstructed, with a clear view to the heel and toe, and behind the moldboard. You can even see the area beneath the front axle, for increased awareness of oncoming obstacles.

Store your stuff

Generous storage space includes numerous overhead compartments, plus a place for a beverage, cooler, cell phone, and other carry-ons.

Lighting the way

Courtesy lighting stays on after machine shutdown and then automatically turns itself off, making it safer to exit the cab after dark, while conserving battery power.

Easy-access park brake

Sealed-switch module provides push-button control of key machine functions, which now also include the parking brake, for more convenient access and easier operation.

LCD hi-vis monitor streamlines access to vital data

New LCD hi-vis monitor provides intuitive, push-button access to vital machine information displayed via simple, easy-to-navigate icons and menus.



**KEEP
DOWNTIME
DOWN.**

**STANDARD
REVERSING FAN**
(OPTIONAL ON 620C/GP)



SO MUCH TO DO, SO LITTLE TIME

Uptime isn't everything. It's the only thing. Which is why G-Series Graders are loaded with durability-enhancing advantages that help deliver years of trouble-free service. When you know how they're built, you'll run these Deere.

Robust, easy-to-clean cooling package

Cooling package eliminates stacked coolers. Together with the hinged swing-out fan, access to the cores is quick and cleaning is easy.

Auto shutdown reduces fuel use and wear

Auto shutdown turns off the engine after an operator-determined period of idling. Saves fuel and reduces wear on engine, transmission, and hydraulic components.

Fuel-efficient, cool-on-demand fan with reversing option

Variable-speed hydraulically driven fan runs only as fast or as often as necessary to keep things cool. Helps conserve power and fuel, while reducing noise. Standard reversible fan (optional on 620C/GP) speeds core cleanout in high-debris applications.

Keep downtime down with
JOHN DEERE ULTIMATE UPTIME

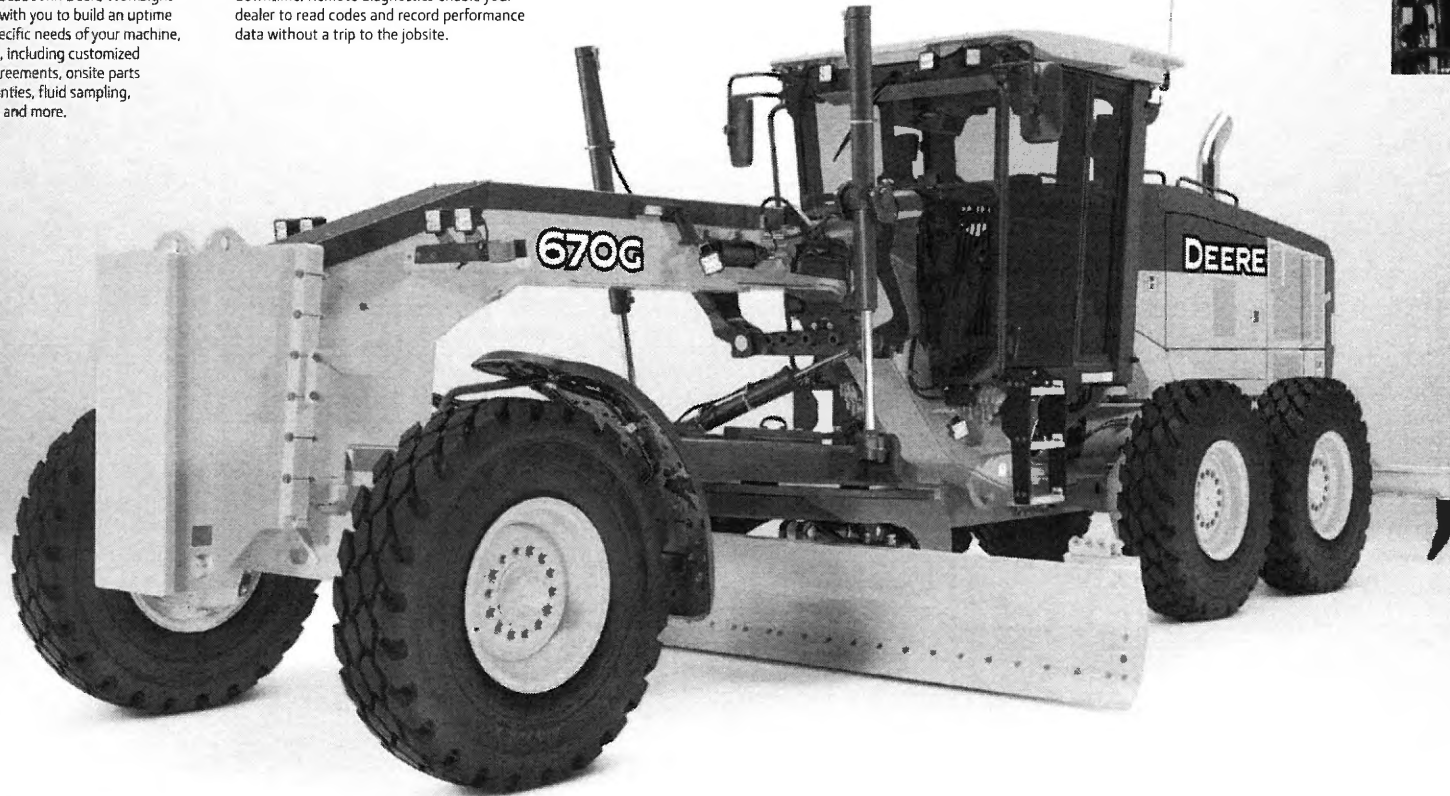
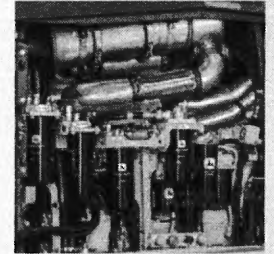
John Deere Ultimate Uptime, featuring John Deere WorkSight™, is a customizable support solution available exclusively from your Deere dealer. This flexible offering maximizes equipment availability with standard John Deere WorkSight capabilities that can help prevent future downtime and speed repairs when needed. In addition to the base John Deere WorkSight features, our dealers work with you to build an uptime package that meets the specific needs of your machine, fleet, project, and business, including customized maintenance and repair agreements, onsite parts availability, extended warranties, fluid sampling, response-time guarantees, and more.

Get valuable insight with
JOHN DEERE WORKSIGHT

John Deere WorkSight is an exclusive suite of telematics solutions that increases uptime while lowering operating costs. At its heart, JDLink™ Ultimate machine monitoring provides real-time utilization data and alerts to help you maximize productivity and efficiency while minimizing downtime. Remote diagnostics enable your dealer to read codes and record performance data without a trip to the jobsite.

Fast, simple ground-level access

All daily service points, including fueling and diesel exhaust fluid (DEF), are grouped on the left side for quick and convenient ground-level access. On the right side, maintenance personnel will appreciate the easy-access hydraulic, transmission, and differential filter bank.



GET IT DONE WITH EASE.



620G / GP SPECIFICATIONS

Engine	620G/GP
Manufacturer and Model	John Deere PowerTech™ PSS 6.8L
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV
Cylinders	6
Displacement	6.8L (414 cu. in.)
Net Engine Power	
Gear 1	112 kW (150 hp)
Gear 2	123 kW (165 hp)
Gear 3	134 kW (180 hp)
Gear 4	142 kW (190 hp)
Gear 5	149 kW (200 hp)
Gear 6	153 kW (205 hp)
Gear 7	157 kW (210 hp)
Gear 8	160 kW (215 hp)
Net Peak Torque	7005 Nm (741 lb.-ft.)
Net Torque Rise	45%
Aspiration	Series turbocharged, charge-air cooled
Lubrication	Full-flow spin-on filter and integral cooler
Air Cleaner with Restriction Indicator	Dual element, dry
Engine Coolant, Extended Life, Rating	-37 deg. C [-34 deg. F]
Transmission	Direct-drive John Deere PowerShift Plus™, modulated shift-on-the-go, Event-Based Shifting (EBS), inching pedal, independent transmission reservoir with separate filtration and cooling system with 117-L/min. (31 gpm) gear pump
Gears	
Forward	8
Reverse	8
Maximum Travel Speeds	No tire slip at 2,180 rpm, 14.0-R24 tires
Gear 1	4.0 km/h (2.5 mph)
Gear 2	5.6 km/h (3.5 mph)
Gear 3	7.7 km/h (4.8 mph)
Gear 4	10.9 km/h (6.8 mph)
Gear 5	16.4 km/h (10.2 mph)
Gear 6	23.2 km/h (14.4 mph)
Gear 7	32.3 km/h (20.1 mph)
Gear 8	45.5 km/h (28.3 mph)
Front Axle	Heavy-duty welded fabrication
Oscillation (total)	32 deg.
Wheel Lean Angle (each direction)	20 deg.
Differentials	Spiral bevel; hydraulically actuated, clutch type can be applied on-the-go; selectable manual or automatic differential lock
Steering (all models include steering wheel)	All-hydraulic power-frame articulation for maneuverability and productivity; crab steering reduces side drift, positions tandems on firm ground, and increases side-slope stability; return-to-straight control included in Grade Pro (GP) option
Turning Radius (front steer and articulation)	7.21 m (284 in.) [23 ft. 8 in.]
Articulation (both right and left)	22 deg.
Final Drives	Inboard-mounted planetary sealed in cooled, filtered oil
Brakes	Foot-controlled, hydraulically operated, multiple wet-disc brakes sealed in pressurized, cooled, filtered oil; both independent systems effective on all 4 tandem wheels
Primary and Secondary Brakes	Hydraulically actuated, inboard of tandem pivot, self-adjusting, sealed in cooled and filtered oil, multi-disc (ISO 3450)
Parking Brake	Automatically spring applied, hydraulically released, oil cooled, self-adjusting (ISO 3450)
Hydraulics	
Type	Closed-center, pressure-compensated load-sensing (PCLS), variable-displacement piston pump
Maximum Pump Flow	212 L/min. (56 gpm)
Maximum System Pressure	18 961 kPa (2,750 psi)
Pump Displacement	90 cm³ (5.5 cu. in.)

620G / GP SPECIFICATIONS



All-hydraulic, industry-standard lever placement of blade-function controls; includes float position; 7 discrete saddle positions

Blade Range	
Lift Above Ground	490 mm (19.3 in.)
Blade Side Shift (right or left)	683 mm (26.9 in.)
Pitch at Ground Line	
Forward	42 deg.
Back	5 deg.
Shoulder Reach Outside Wheels (frame straight, right or left)	2083 mm (82.0 in.) [6 ft. 10 in.]
Bank Cut Angle (right or left)	90 deg.
At Maximum Operating Weight	14 091 kg (31,066 lb.)
Solid-state load center and sealed-switch module	EPA Final Tier 4/EU Stage IV
Voltage	24 volt
Number of Batteries	2
Battery Capacity	1,400 CCA
Reserve Capacity	440 min.
Amp-Hour Rating	224 amp-hour
Alternator Rating	
Base	130 amp
Optional	200 amp
Lights	Driving lights; 2 high- and 2 low-beam halogen headlights; front and rear LED turn signals and marker lights; LED brake and hazard warning lights
Main Frame	
Type	Welded box construction
Width (minimum)	307 mm (12.1 in.)
Height (minimum)	307 mm (12.1 in.)
Thickness	
Side	16 mm (0.63 in.)
Top and Bottom Plate	23 mm (0.89 in.)
Modulus	
Minimum Vertical Section	1445 cm³ (88 cu. in.)
Average Vertical Section at Saddle	2245 cm³ (137 cu. in.)
Welded box construction machined for flatness with double ball-and-socket pivot connection equipped with quick-change replaceable wear inserts	
Circle	Welded construction, heat-treated, machined for flatness, equipped with quick-change replaceable wear inserts
Circle Diameter	1524 mm (60 in.)
Rotation	360 deg.
Drive	Hydraulic motor and worm gear with positive lock
Circle Side Shift (right and left)	787 mm (31 in.)
Blade	High-strength, pre-stressed for higher strength; wear-resistant, high-carbon steel and reversible end bits; blade side-shift wear system includes quick-change replaceable wear inserts and quick-adjust jackscrew system
Base Length	3.66 m (144 in.) [12 ft. 0 in.]
Height (measured along arc, including cutting edge)	610 mm (24 in.)
Thickness	22 mm (0.88 in.)
Cutting Edge	Dura-Max™ through-hardened steel edge
Thickness	16 mm (0.62 in.)
Width	152 mm (6 in.)

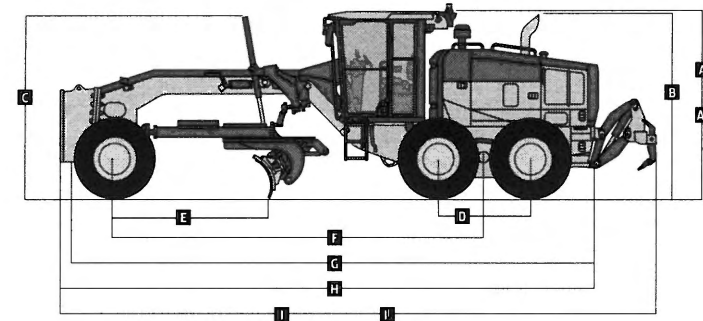
620G/GP

620G/GP

Scarifiers		
	620G/GP	
Type	Front V-type toolbar with manual 2-pitch positions and hydraulic float	Mid-mount Radial linkage, with NeverGrease™ pin joints, V-type manual 3-pitch positions and hydraulic float
Width of Cut	1.20 m (48 in.) (4 ft. 0 in.)	1.19 m (46.7 in.) (3 ft. 11 in.)
Number of Shanks/Teeth	5 (maximum capacity 9)	11
Lift Above Ground	589 mm (23.2 in.)	335 mm (13.2 in.)
Maximum Depth	335 mm (13.2 in.)	325 mm (12.8 in.)
Shank		
Spacing	146 mm (5.75 in.)	117 mm (4.6 in.)
Size	25 x 76 mm (1 x 3 in.)	26 x 76 mm (1 x 3 in.)
Parallel linkage, mechanical pins, and hydraulic float		
Lift		
Above Ground (top of tube)	1864 mm (73.4 in.)	
Range	988 mm (38.9 in.)	
Parallel linkage, with NeverGrease pin joints, hydraulic float, and integrated hitch		
	Ripper	Scarifier
Width of Cut	2.21 m (87.2 in.) (7 ft. 3 in.)	2.18 m (86 in.) (7 ft. 2 in.)
Number of Shanks/Teeth	3 (maximum capacity 5)	None standard (maximum capacity 9)
Lift Above Ground	602 mm (23.7 in.)	810 mm (31.9 in.)
Maximum Depth	426 mm (16.8 in.)	323 mm (12.7 in.)
Force at Typical FT4 Weight		
Penetration	9296 kg (20,494 lb.)	—
Pry-Out	11 222 kg (24,740 lb.)	—
Shank Size	61.5 x 133 mm (2.42 x 5.25 in.)	25 x 76 mm (1 x 3 in.)
Low-profile cab with ROPS (ISO 3471-2008) and FOPS (ISO 3449-2005)		
	14R24 on 254-mm (10 in.) Rim	17.5R25 on 356-mm (14 in.) Rim
Wheel Tread on Ground	2.08 m (82.0 in.)	2.16 m (85.0 in.)
Overall Width	2.49 m (98.0 in.)	2.64 m (104.0 in.)
Ground Clearance (front axle)	587 mm (23.1 in.)	587 mm (23.1 in.)
Refill Capacities		
	EPA Final Tier 4/EU Stage IV	
Fuel Tank	416.5 L (110 gal.)	
Diesel Exhaust Fluid (DEF) Tank	22.5 L (6 gal.)	
Cooling System	51.0 L (13.5 gal.)	
Engine Oil with Filter	31.5 L (8.3 gal.)	
Transmission Fluid	28.4 L (7.5 gal.)	
Differential Housing	38.0 L (10 gal.)	
Tandem Housings (each)	74.0 L (19.5 gal.)	
Circle Gearbox	5.7 L (1.5 gal.)	
Hydraulic Reservoir	60.5 L (16 gal.)	
Operating Weights		
With Full Fuel Tank, 3.66-m x 610-mm x 22-mm (12 ft. x 24 in. x 0.88 in.) Moldboard with 152-mm x 16-mm (6 in. x 5/8 in.) Cutting Edges, 14-24 Bias L2 Tires, and 79-kg (175 lb.) Operator		
	EPA Final Tier 4/EU Stage IV	
Front	4178 kg (9,210 lb.)	
Rear	11 567 kg (25,500 lb.)	
Total	15 744 kg (34,710 lb.)	
Typical Operating Weight with Front Push Block, Rear Ripper/Scarifier, and Other Equipment		
Front	4926 kg (10,860 lb.)	
Rear	13 376 kg (29,490 lb.)	
Total	18 302 kg (40,350 lb.)	
Maximum Operating Weight	22 680 kg (50,000 lb.)	

Option Weights (continued)		620G/GP
Moldboards with Through-Hardened Dura-Max		
Cutting Edge	3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware	0 kg (0 lb.)
	3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware	45 kg (99 lb.)
	4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware	105 kg (231 lb.)
	4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware	157.4 kg (347 lb.)
Extensions, 610 mm (2 ft.) (right or left)		
For Use with 610-mm (24 in.) Moldboards		116 kg (255 lb.)
Overlay End Bits, Reversible (one pair)		
For 152-mm (6 in.) Cutting Edge		19.5 kg (43 lb.)
For 203-mm (8 in.) Cutting Edge		23 kg (51 lb.)
Circle-Drive Slip Clutch		9 kg (20 lb.)
Moldboard Impact-Absorption System		43 kg (95 lb.)
Ripper/Scarifier, Rear Mounted with Hitch and Ripper Shanks (3)		1139 kg (2,510 lb.)
Scarifier Shanks with Teeth (9 for rear ripper/scarifier)		68 kg (150 lb.)
Rear Counterweight with Integral Rear Hitch		727 kg (1,603 lb.)
Rear Hitch		54.4 kg (120 lb.)
Push Block, Front		907 kg (2,000 lb.)
Scarifier		
Front Mount with Teeth (5)		831 kg (1,833 lb.)
Mid-Mount with Teeth (11)		1481 kg (3,265 lb.)
Front Lift Group (Balderson-style)		763 kg (1,682 lb.)
Machine Dimensions		
A Height to Top of Cab		3.18 m (10 ft. 5 in.)
Al Height to Top of Full-Height Cab		3.40 m (11 ft. 2 in.)
B Height to Top of Exhaust		3.10 m (10 ft. 2 in.)
C Height to Top of Blade-Lift Cylinders		3.05 m (10 ft. 0 in.)
D Tandem Axle Spacing		1.54 m (5 ft. 1 in.)
E Blade Base		2.57 m (8 ft. 5 in.)

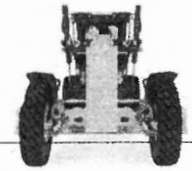
Option Weights (continued)		620G/GP
Tires		
14.00-24, 12 PR G2		0 kg (0 lb.)
17.5-25, 12 PR G2/L2		114 kg (252 lb.)
14.00-R24, Radial, G2/L2 General Purpose		220 kg (486 lb.)
14.00-R24, Radial, G2/L2 Snow		261 kg (576 lb.)
17.5-R25, Radial, L2 General Purpose		272 kg (600 lb.)
17.5-R25, Radial, G2/L2 Snow		316 kg (696 lb.)
17.5-R25, Radial, G3/L3 General Purpose		362 kg (798 lb.)
1-Piece Rims		
229 mm x 610 mm (9 in. x 24 in.)		0 kg (0 lb.)
330 mm x 635 mm (13 in. x 25 in.)		65 kg (144 lb.)
Multi-Piece Rims		
254 mm x 610 mm (10 in. x 24 in.)		180 kg (396 lb.)
356 mm x 635 mm (14 in. x 25 in.)		267 kg (588 lb.)
Fenders		
Front		77 kg (169 lb.)
Rear		141 kg (310 lb.)
Low Cab with Opening Front and Side Windows		
Premium Air-Suspension, Heated Seat with Adjustable Arm- and Headrests		14.5 kg (32 lb.)
Coolant Heater		4 kg (9 lb.)
Quick Service		11 kg (24 lb.)
Secondary Steering		26 kg (58 lb.)
Beacon Bracket		8 kg (18 lb.)
Fire Extinguisher		14.5 kg (32 lb.)
Lighting Packages		
10 Halogen Lights		4.5 kg (10 lb.)
16 Halogen Lights		7 kg (16 lb.)
18 Halogen Lights		8 kg (18 lb.)
High-Front Light Bar for Snowplowing		20 kg (44 lb.)
Auxiliary Hydraulic Control Valve Section and Controls		7 kg (15 lb.)
Hydraulics for Front-Mounted Equipment		9 kg (19 lb.)
Machine Dimensions (continued)		
F Wheelbase		6.16 m (20 ft. 3 in.)
G Overall Length		8.89 m (29 ft. 2 in.)
H Overall Length with Scarifier		9.69 m (31 ft. 9 in.)
I Overall Length with Push Block and Ripper		9.99 m (32 ft. 9 in.)
J Overall Length with Scarifier and Ripper		10.59 m (34 ft. 9 in.)
For Overall Width see Tires/Wheels on page 16.		





670G / GP SPECIFICATIONS

670G / GP SPECIFICATIONS



Engine	670G/GP			
Manufacturer and Model	John Deere PowerTech™ PSS 9.0L	John Deere PowerTech™ Plus 9.0L	John Deere PowerTech Plus 6.8L	John Deere PowerTech™ 6.8L
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA	EPA Tier 3/EU Stage IIIA	EPA Tier 2/EU Stage II
Cylinders	6	6	6	6
Displacement	9.0L [548 cu. in.]	9.0L [548 cu. in.]	6.8L [414 cu. in.]	6.8L [414 cu. in.]
Net Engine Power				
Gear 1	127 kW (170 hp)	123 kW (165 hp)	116 kW (155 hp)	116 kW (155 hp)
Gear 2	138 kW (185 hp)	134 kW (180 hp)	119 kW (160 hp)	119 kW (160 hp)
Gear 3	149 kW (200 hp)	146 kW (195 hp)	131 kW (175 hp)	131 kW (175 hp)
Gear 4	157 kW (210 hp)	153 kW (205 hp)	138 kW (185 hp)	134 kW (180 hp)
Gear 5	160 kW (215 hp)	157 kW (210 hp)	142 kW (190 hp)	138 kW (185 hp)
Gear 6	168 kW (225 hp)	164 kW (220 hp)	146 kW (195 hp)	138 kW (185 hp)
Gear 7	172 kW (230 hp)	168 kW (225 hp)	149 kW (200 hp)	138 kW (185 hp)
Gear 8	175 kW (235 hp)	172 kW (230 hp)	153 kW (205 hp)	138 kW (185 hp)
Net Peak Torque	1230 Nm (907 lb.-ft.)	1204 Nm (888 lb.-ft.)	915 Nm (675 lb.-ft.)	831 Nm (613 lb.-ft.)
Net Torque Rise	63%	63%	42%	44%
Aspiration	Series turbocharged, charge-air cooled	Turbocharged, charge-air cooled	Turbocharged, charge-air cooled	Turbocharged, charge-air cooled
Lubrication	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler
Air Cleaner with Restriction Indicator	Dual element, dry	Dual element, dry	Dual element, dry	Dual element, dry
Engine Coolant, Extended Life, Rating	-37 deg. C [-34 deg. F]			
Transmission	Direct-drive John Deere PowerShift Plus™, modulated shift-on-the-go, Event-Based Shifting (EBS), inching pedal; independent transmission reservoir with separate filtration and cooling system with 117-L/min. (31 gpm) gear pump			
Gears	Forward 8 Reverse 8			
Maximum Travel Speeds	No tire slip at 2,180 rpm, 14.0-R24 tires			
Gear 1	4.0 km/h (2.5 mph)			
Gear 2	5.6 km/h (3.5 mph)			
Gear 3	7.7 km/h (4.8 mph)			
Gear 4	10.9 km/h (6.8 mph)			
Gear 5	16.4 km/h (10.2 mph)			
Gear 6	23.2 km/h (14.4 mph)			
Gear 7	32.3 km/h (20.1 mph)			
Gear 8	45.5 km/h (28.3 mph)			
Front Axle	Heavy-duty welded fabrication			
Oscillation (total)	32 deg.			
Wheel Lean Angle (each direction)	20 deg.			
Differentials	Spiral bevel; hydraulically actuated, clutch type can be applied on-the-go; selectable manual or automatic differential lock			
Steering (all models include steering wheel)	All-hydraulic power-frame articulation for maneuverability and productivity; crab steering reduces side drift, positions tandems on firm ground, and increases side-slope stability; return-to-straight control included in Grade Pro (GP) option			
Turning Radius (front steer and articulation)	7.21 m (284 in.) [23 ft. 8 in.]			
Articulation (both right and left)	22 deg.			
Final Drives	Inboard-mounted planetary sealed in cooled, filtered oil			
Brakes	Foot-controlled, hydraulically operated, multiple wet-disc brakes sealed in pressurized, cooled, filtered oil; both independent systems effective on all 4 tandem wheels			
Primary and Secondary Brakes	Hydraulically actuated, inboard of tandem pivot, self-adjusting, sealed in cooled and filtered oil, multi-disc (ISO 3450)			
Parking Brake	Automatically spring applied, hydraulically released, oil cooled, self-adjusting (ISO 3450)			
Hydraulics	Closed-center, pressure-compensated load-sensing (PCLS), variable-displacement piston pump			
Type	Closed-center, pressure-compensated load-sensing (PCLS), variable-displacement piston pump			
Maximum Pump Flow	212 L/min. [56 gpm]			
Maximum System Pressure	18 961 kPa (2,750 psi)			
Pump Displacement	90 cm³ [5.5 cu. in.]			

All-hydraulic, industry-standard lever placement of blade-function controls; includes float position; 7 discrete saddle positions		
Blade Range		
Lift Above Ground	490 mm (19.3 in.)	
Blade Side Shift (right or left)	683 mm (26.9 in.)	
Pitch at Ground Line		
Forward	42 deg.	
Back	5 deg.	
Shoulder Reach Outside Wheels (frame straight, right or left)	2083 mm (82.0 in.) [5 ft. 10 in.]	
Bank Cut Angle (right or left)	90 deg.	
At Maximum Operating Weight		
Solid-state load center and sealed-switch module	EPA Final Tier 4/EU Stage IV	
Voltage	24 volt	
Number of Batteries	2	
Battery Capacity	1,400 CCA	
Reserve Capacity	440 min.	
Amp-Hour Rating	224 amp-hour	
Alternator Rating		
Base	130 amp	
Optional	200 amp	
Lights	Driving lights; 2 high- and 2 low-beam halogen headlights; front and rear LED turn signals and marker lights; LED brake and hazard warning lights	
Mainframe		
Type	Welded box construction	
Width (minimum)	307 mm (12.1 in.)	
Height (minimum)	307 mm (12.1 in.)	
Thickness		
Side	16 mm (0.63 in.)	
Top and Bottom Plate	23 mm (0.89 in.)	
Modulus		
Minimum Vertical Section	1445 cm³ (88 cu. in.)	
Average Vertical Section at Saddle	2245 cm³ (137 cu. in.)	
Drawbar (optional)		
Welded box construction machined for flatness with double ball-and-socket pivot connection equipped with quick-change replaceable wear inserts		
Girders		
Welded construction, heat-treated, machined for flatness, equipped with quick-change replaceable wear inserts		
Circle Diameter	1524 mm (60 in.)	
Rotation	360 deg.	
Drive	Hydraulic motor and worm gear with positive lock	
Circle Side Shift (right and left)	787 mm (31 in.)	
Moldboard		
High-strength, pre-stressed for higher strength; wear-resistant, high-carbon steel and reversible end bits; blade side-shift wear system includes quick-change replaceable wear inserts and quick-adjust jackscrew system		
Base Length	3.66 m [144 in.] [12 ft. 0 in.]	
Height (measured along arc, including cutting edge)	610 mm (24 in.)	
Thickness	22 mm (0.88 in.)	
Cutting Edge		
Dura-Max™ through-hardened steel edge		
Thickness	16 mm [0.62 in.]	
Width	152 mm [6 in.]	

670G/GP

670G/GP

Scarifiers		
670G/GP		Mid-mount
Type	V-type toolbar with manual 2-pitch positions and hydraulic float	Radial linkage, with NeverGrease™ pin joints; V-type manual 3-pitch positions and hydraulic float
Width of Cut	1.20 m (48 in.) [4 ft. 0 in.]	1.19 m (46.7 in.) [3 ft. 11 in.]
Number of Shanks/Teeth	5 (maximum capacity 9)	11
Lift Above Ground	589 mm (23.2 in.)	335 mm (13.2 in.)
Maximum Depth	335 mm (13.2 in.)	325 mm (12.8 in.)
Shank Spacing	146 mm (5.75 in.)	117 mm (4.6 in.)
Shank Size	25 x 76 mm (1 x 3 in.)	26 x 76 mm (1 x 3 in.)

Front Lift Group (Balderson-style)		
Parallel linkage, mechanical pins, and hydraulic float		
Lift		
Above Ground (top of tube)	1864 mm (73.4 in.)	
Range	988 mm (38.9 in.)	

Parallel linkage, with NeverGrease pin joints, hydraulic float, and integrated hitch		
Ripper		Scarifier
Width of Cut	2.21 m (87.2 in.) [7 ft. 3 in.]	2.18 m (86 in.) [7 ft. 2 in.]
Number of Shanks/Teeth	3 (maximum capacity 5)	None standard (maximum capacity 9)
Lift Above Ground	602 mm (23.7 in.)	810 mm (31.9 in.)
Maximum Depth	426 mm (16.8 in.)	323 mm (12.7 in.)
Force at Typical FT4 Weight	9520 kg [20,987 lb.]	
Penetration	12 544 kg (27,656 lb.)	
Pry-Out	61.5 x 133 mm (2.42 x 5.25 in.)	
Shank Size	25 x 76 mm (1 x 3 in.)	

Low-profile cab with ROPS (ISO 3471-2008) and FOPS (ISO 3449-2005)		
Tires/Wheels		
	14R24 on 254-mm (10 in.) Rim	17.5R25 on 356-mm (14 in.) Rim
Wheel Tread on Ground	2.08 m (82.0 in.)	2.16 m (85.0 in.)
Overall Width	2.49 m (98.0 in.)	2.64 m (104.0 in.)
Ground Clearance (front axle)	587 mm (23.1 in.)	587 mm (23.1 in.)

Serviceability		
	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II
Refill Capacities	9.0L engine	6.8L engine
Fuel Tank	416.5 L (110 gal.)	416.5 L (110 gal.)
Diesel Exhaust Fluid (DEF) Tank	22.5 L [6 gal.]	—
Cooling System	55.0 L (14.5 gal.)	48.5 L (12.8 gal.)
Engine Oil with Filter	28.4 L (7.5 gal.)	27.0 L (7.1 gal.)
Transmission Fluid	28.4 L (7.5 gal.)	28.4 L (7.5 gal.)
Differential Housing	38.0 L (10 gal.)	38.0 L (10 gal.)
Tandem Housings (each)	74.0 L (19.5 gal.)	74.0 L (19.5 gal.)
Circle Gearbox	5.7 L (1.5 gal.)	5.7 L (1.5 gal.)
Hydraulic Reservoir	60.5 L (16 gal.)	53.0 L (14 gal.)

Operating Weights		
With Full Fuel Tank, 3.66-m x 610-mm x 22-mm (12 ft. x 24 in. x 0.88 in.) Moldboard with 152-mm x 16-mm (6 in. x 5/8 in.) Cutting Edges, 14-24 Bias L2 Tires, and 79-kg (175 lb.) Operator		
	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II
Front	4178 kg (9,210 lb.)	4191 kg (9,240 lb.)
Rear	11 798 kg (26,010 lb.)	11 149 kg (24,580 lb.)
Total	15 976 kg (35,220 lb.)	15 340 kg (33,820 lb.)
Typical Operating Weight with Front Push Block, Rear Ripper/Scarifier, and Other Equipment		
Front	5507 kg (12,140 lb.)	5479 kg (12,080 lb.)
Rear	13 698 kg (30,200 lb.)	12 887 kg (28,410 lb.)
Total	19 205 kg (42,340 lb.)	18 366 kg (40,490 lb.)
Maximum Operating Weight	24 948 kg (55,000 lb.)	24 948 kg (55,000 lb.)

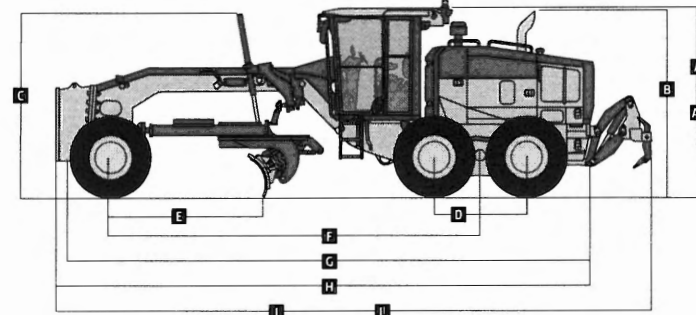
Option Weights		670G/GP
Moldboards with Through-Hardened Dura-Max Cutting Edge		
3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware		0 kg (0 lb.)
3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		45 kg (99 lb.)
3.66 m x 686 mm x 25 mm (12 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		126 kg (277 lb.)
3.96 m x 686 mm x 25 mm (13 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		180 kg (396 lb.)
4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware		105 kg (231 lb.)
4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		157.4 kg (347 lb.)
4.27 m x 686 mm x 25 mm (14 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		251.3 kg (554 lb.)
Extensions, 610 mm (2 ft.) (right or left)		
For Use with 610-mm (24 in.) Moldboards		116 kg (255 lb.)
For Use with 686-mm (27 in.) Moldboards		120 kg (265 lb.)
Overlay End Bits, Reversible (one pair)		
For 152-mm (6 in.) Cutting Edge		19.5 kg (43 lb.)
For 203-mm (8 in.) Cutting Edge		23 kg (51 lb.)
Heavy-Duty Dual-Input Circle-Drive Gearbox		14 kg (31 lb.)
Circle-Drive Slip Clutch		9 kg (20 lb.)
Moldboard Impact-Absorption System		43 kg (95 lb.)
Ripper/Scarifier, Rear Mounted with Hitch and Ripper Shanks (3)		1139 kg (2,510 lb.)
Scarifier Shanks with Teeth (9 for rear ripper/scarifier)		68 kg (150 lb.)
Ripper Shanks and Teeth (2)		63 kg (139 lb.)
Rear Counterweight with Integral Rear Hitch		727 kg (1,603 lb.)
Rear Hitch		54.4 kg (120 lb.)
Push Block, Front		1338 kg (2,950 lb.)

A Height to Top of Cab	3.18 m (10 ft. 5 in.)
B Height to Top of Full-Height Cab	3.40 m (11 ft. 2 in.)
C Height to Top of Exhaust	3.10 m (10 ft. 2 in.)
D Height to Top of Blade-Lift Cylinders	3.05 m (10 ft. 0 in.)
E Tandem Axle Spacing	1.54 m (5 ft. 1 in.)
F Blade Base	2.57 m (8 ft. 5 in.)

Option Weights (continued)		670G/GP
Scarifier		
Front Mount with Teeth (5)		831 kg (1,833 lb.)
Mid-Mount with Teeth (11)		1481 kg (3,265 lb.)
Front Lift Group (Balderson-style)		763 kg (1,682 lb.)
Tires		
14.00-24, 12 PR G2		0 kg (0 lb.)
17.5-25, 12 PR G2/L2		114 kg (252 lb.)
14.00-R24, Radial, G2/L2 General Purpose		220 kg (486 lb.)
14.00-R24, Radial, G2/L2 Snow		261 kg (576 lb.)
17.5-R25, Radial, L2 General Purpose		272 kg (600 lb.)
17.5-R25, Radial, G2/L2 Snow		316 kg (696 lb.)
17.5-R25, Radial, G3/L3 General Purpose		362 kg (798 lb.)
1-Piece Rims		
229 mm x 610 mm (9 in. x 24 in.)		0 kg (0 lb.)
330 mm x 635 mm (13 in. x 25 in.)		65 kg (144 lb.)
Multi-Piece Rims		
254 mm x 610 mm (10 in. x 24 in.)		180 kg (396 lb.)
356 mm x 635 mm (14 in. x 25 in.)		267 kg (588 lb.)
Fenders		
Front		77 kg (169 lb.)
Rear		141 kg (310 lb.)
Low Cab with Opening Front and Side Windows		14.5 kg (32 lb.)
Premium Air-Suspension, Heated Seat with Adjustable Arm- and Headrests		13 kg (28 lb.)
Coolant Heater		4 kg (9 lb.)
Quick Service		11 kg (24 lb.)
Sound-Absorption Package (machines equipped with Tier 3/Stage IIIA and Tier 2/Stage II engines only)		14 kg (31 lb.)
Secondary Steering		26 kg (58 lb.)
Bacon Bracket		8 kg (18 lb.)
Fire Extinguisher		14.5 kg (32 lb.)
Lighting Packages		
10 Halogen Lights		4.5 kg (10 lb.)
16 Halogen Lights		7 kg (16 lb.)
18 Halogen Lights		8 kg (18 lb.)
High-Front Light Bar for Snowplowing		20 kg (44 lb.)
Auxiliary Hydraulic Control Valve Section and Controls		7 kg (15 lb.)
Hydraulics for Front-Mounted Equipment		9 kg (19 lb.)

F Wheelbase	6.16 m (20 ft. 3 in.)
G Overall Length	8.89 m (29 ft. 2 in.)
H Overall Length with Scarifier	9.69 m (31 ft. 9 in.)
I Overall Length with Push Block and Ripper	9.99 m (32 ft. 9 in.)
J Overall Length with Scarifier and Ripper	10.59 m (34 ft. 9 in.)

For Overall Width see Tires/Wheels on page 20.





770G / GP SPECIFICATIONS

Engine	770G/GP		
Manufacturer and Model	John Deere PowerTech™ PSS 9.0L	John Deere PowerTech™ Plus 9.0L	John Deere PowerTech™ 9.0L
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA	EPA Tier 2/EU Stage II
Cylinders	6	6	6
Displacement	9.0L (548 cu. in.)	9.0L (548 cu. in.)	9.0L (548 cu. in.)
Net Engine Power			
Gear 1	142 kW (190 hp)	138 kW (185 hp)	138 kW (185 hp)
Gear 2	153 kW (205 hp)	149 kW (200 hp)	149 kW (200 hp)
Gear 3	164 kW (220 hp)	160 kW (215 hp)	160 kW (215 hp)
Gear 4	172 kW (230 hp)	168 kW (225 hp)	168 kW (225 hp)
Gear 5	175 kW (235 hp)	172 kW (230 hp)	172 kW (230 hp)
Gear 6	183 kW (245 hp)	179 kW (240 hp)	179 kW (240 hp)
Gear 7	186 kW (250 hp)	183 kW (245 hp)	183 kW (245 hp)
Gear 8	190 kW (255 hp)	187 kW (250 hp)	187 kW (250 hp)
Net Peak Torque	1318 Nm (972 lb.-ft.)	1291 Nm (952 lb.-ft.)	1291 Nm (952 lb.-ft.)
Net Torque Rise	64%	64%	64%
Aspiration	Series turbocharged, charge-air cooled	Turbocharged, charge-air cooled	Turbocharged, charge-air cooled
Lubrication	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler
Air Cleaner with Restriction Indicator	Dual element, dry	Dual element, dry	Dual element, dry
Engine Coolant, Extended Life, Rating	-37 deg. C [-34 deg. F]		
Transmission	Direct-drive John Deere PowerShift Plus™, modulated shift-on-the-go, Event-Based Shifting (EBS), inching pedal; independent transmission reservoir with separate filtration and cooling system with 117-L/min. (31 gpm) gear pump		
Gears			
Forward	8		
Reverse	8		
Maximum Travel Speeds	No tire slip at 2,180 rpm, 14.0-R24 tires		
Gear 1	4.0 km/h (2.5 mph)		
Gear 2	5.6 km/h (3.5 mph)		
Gear 3	7.7 km/h (4.8 mph)		
Gear 4	10.9 km/h (6.8 mph)		
Gear 5	16.4 km/h (10.2 mph)		
Gear 6	23.2 km/h (14.4 mph)		
Gear 7	32.3 km/h (20.1 mph)		
Gear 8	45.5 km/h (28.3 mph)		
Front Axle	Heavy-duty welded fabrication		
Oscillation (total)	32 deg.		
Wheel Lean Angle (each direction)	20 deg.		
Differentials	Spiral bevel; hydraulically actuated, clutch type can be applied on-the-go; selectable manual or automatic differential lock		
Steering (all models include steering wheel)	All-hydraulic power-frame articulation for maneuverability and productivity; crab steering reduces side drift, positions tandems on firm ground, and increases side-slope stability; return-to-straight control included in Grade Pro (GP) option		
Turning Radius (front steer and articulation)	7.21 m (284 in.) [23 ft. 8 in.]		
Articulation (both right and left)	22 deg.		
Final Drives	Inboard-mounted planetary sealed in cooled, filtered oil		
Brakes	Foot-controlled, hydraulically operated, multiple wet-disc brakes sealed in pressurized, cooled, filtered oil; both independent systems effective on all 4 tandem wheels		
Primary and Secondary Brakes	Hydraulically actuated, inboard of tandem pivot, self-adjusting, sealed in cooled and filtered oil, multi-disc (ISO 3450)		
Parking Brake	Automatically spring applied, hydraulically released, oil cooled, self-adjusting (ISO 3450)		
Hydraulics			
Type	Closed-center, pressure-compensated load-sensing (PCLS), variable-displacement piston pump		
Maximum Pump Flow	212 L/min. (56 gpm)		
Maximum System Pressure	18 961 kPa (2,750 psi)		
Pump Displacement	90 cm³ [5.5 cu. in.]		

770G / GP SPECIFICATIONS



All-hydraulic, industry-standard lever placement of blade-function controls; includes float position; 7 discrete saddle positions		
Blade Range		
Lift Above Ground	490 mm (19.3 in.)	
Blade Side Shift (right or left)	683 mm (26.9 in.)	
Pitch at Ground Line		
Forward	42 deg.	
Back	5 deg.	
Shoulder Reach Outside Wheels (frame straight, right or left)	2083 mm (82.0 in.) [6 ft. 10 in.]	
Bank Cut Angle (right or left)	90 deg.	
At Maximum Operating Weight	15 501 kg (34,173 lb.)	
Solid-state load center and sealed-switch module	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II
Voltage	24 volt	24 volt
Number of Batteries	2	2
Battery Capacity	1,400 CCA	1,400 CCA
Reserve Capacity	440 min.	440 min.
Amp-Hour Rating	224 amp-hour	224 amp-hour
Alternator Rating		
Base	130 amp	100 amp
Optional	200 amp	130 amp
Lights	Driving lights; 2 high- and 2 low-beam halogen headlights; front and rear LED turn signals and marker lights; LED brake and hazard warning lights	
Mainframe		
Type	Welded box construction	
Width (minimum)	307 mm [12.1 in.]	
Height (minimum)	307 mm (12.1 in.)	
Thickness		
Side	16 mm (0.63 in.)	
Top and Bottom Plate	23 mm (0.89 in.)	
Modulus		
Minimum Vertical Section	1770 cm³ (108 cu. in.)	
Average Vertical Section at Saddle	2245 cm³ (137 cu. in.)	
Welded box construction machined for flatness with double ball-and-socket pivot connection equipped with quick-change replaceable wear inserts		
Circle		
Welded construction, heat-treated, machined for flatness, equipped with quick-change replaceable wear inserts		
Circle Diameter	1524 mm (60 in.)	
Rotation	360 deg.	
Drive	Hydraulic motor and worm gear with positive lock	
Circle Side Shift (right and left)	787 mm (31 in.)	
High-strength, pre-stressed for higher strength, wear-resistant, high-carbon steel and reversible end bits; blade side-shift wear system includes quick-change replaceable wear inserts and quick-adjust jackscrew system		
Base Length	3.66 m (144 in.) [12 ft. 0 in.]	
Height (measured along arc, including cutting edge)	610 mm (24 in.)	
Thickness	22 mm (0.88 in.)	
Cutting Edge		
Dura-Max™ through-hardened steel edge		
Thickness	16 mm (0.62 in.)	
Width	152 mm (6 in.)	

770G/GP

770G/GP

Scarifiers		770G/GP	
Type	Front V-type toolbar with manual 2-pitch positions and hydraulic float	Mid-mount Radial linkage, with NeverGrease™ pin joints; V-type manual 3-pitch positions and hydraulic float	
Width of Cut	1.20 m (48 in.) [4 ft. 0 in.]	1.19 m (46.7 in.) [3 ft. 11 in.]	
Number of Shanks/Teeth	5 (maximum capacity 9)	11	
Lift Above Ground	589 mm (23.2 in.)	335 mm (13.2 in.)	
Maximum Depth	335 mm (13.2 in.)	325 mm (12.8 in.)	
Shank			
Spacing	146 mm (5.75 in.)	117 mm (4.6 in.)	
Size	25 x 76 mm (1 x 3 in.)	26 x 76 mm (1 x 3 in.)	
Parallel linkage, mechanical pins, and hydraulic float			
Lift			
Above Ground (top of tube)	1864 mm (73.4 in.)		
Range	988 mm (38.9 in.)		
Parallel linkage, with NeverGrease pin joints, hydraulic float, and integrated hitch			
		Ripper	
Width of Cut	2.21 m (87.2 in.) [7 ft. 3 in.]	Scarifier 2.18 m (86 in.) [7 ft. 2 in.]	
Number of Shanks/Teeth	3 (maximum capacity 5)	None standard (maximum capacity 9)	
Lift Above Ground	602 mm (23.7 in.)	810 mm (31.9 in.)	
Maximum Depth	426 mm (16.8 in.)	323 mm (12.7 in.)	
Force at Typical FT4 Weight			
Penetration	9608 kg (21,182 lb.)	—	
Pry-Out	12 689 kg (27,974 lb.)	—	
Shank Size	61.5 x 133 mm (2.42 x 5.25 in.)	25 x 76 mm (1 x 3 in.)	
Low-profile cab with ROPS (ISO 3471-2008) and FOPS (ISO 3449-2005)			
		Ripper	
Wheel Tread on Ground	14R24 on 254-mm (10 in.) Rim 2.08 m (82.0 in.)	17.5R25 on 356-mm (14 in.) Rim 2.16 m (85.0 in.)	550/65R25 on 432-mm (17 in.) Rim 2.21 m (87.0 in.)
Overall Width	2.49 m (98.0 in.)	2.64 m (104.0 in.)	2.77 m (109.0 in.)
Ground Clearance (front axle)	587 mm (23.1 in.)	587 mm (23.1 in.)	612 mm (24.1 in.)
Refill Capacities			
Fuel Tank	EPA Final Tier 4/EU Stage IV 416.5 L (110 gal.)	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II 416.5 L (110 gal.)	
Diesel Exhaust Fluid (DEF) Tank	22.5 L (6 gal.)	—	
Cooling System	55.0 L (14.5 gal.)	48.5 L (12.8 gal.)	
Engine Oil with Filter	28.4 L (7.5 gal.)	27.0 L (7.1 gal.)	
Transmission Fluid	28.4 L (7.5 gal.)	28.4 L (7.5 gal.)	
Differential Housing	38.0 L (10 gal.)	38.0 L (10 gal.)	
Tandem Housings (each)	74.0 L (19.5 gal.)	74.0 L (19.5 gal.)	
Circle Gearbox	5.7 L (1.5 gal.)	5.7 L (1.5 gal.)	
Hydraulic Reservoir	60.5 L (16 gal.)	53.0 L (14 gal.)	

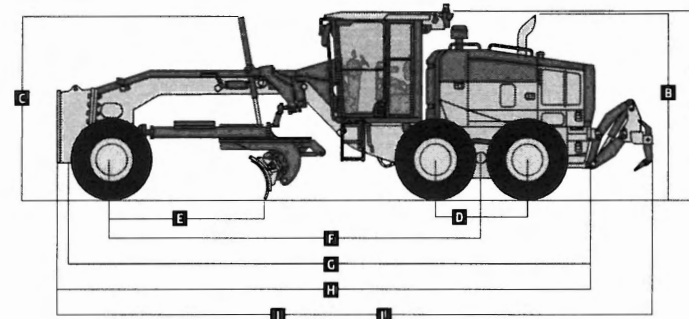
With Full Fuel Tank, 3.66-m x 610-mm x 22-mm (12 ft. x 24 in. x 0.88 in.) Moldboard with 152-mm x 16-mm (6 in. x 5/8 in.) Cutting Edges, 14R24 L2 Tires, and 79-kg (175 lb.)

Operator	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II
Front	4305 kg (9,490 lb.)	4314 kg (9,510 lb.)
Rear	12 084 kg (26,640 lb.)	11 440 kg (25,220 lb.)
Total	16 388 kg (36,130 lb.)	15 753 kg (34,730 lb.)
Typical Operating Weight with Front Push Block, Rear Ripper/Scarifier, and Other Equipment		
Front	5570 kg (12,280 lb.)	5605 kg (12,358 lb.)
Rear	13 875 kg (30,480 lb.)	13 175 kg (29,047 lb.)
Total	19 396 kg (42,760 lb.)	18 781 kg (41,405 lb.)
Maximum Operating Weight	24 948 kg (55,000 lb.)	24 948 kg (55,000 lb.)

Option Weights		770G/GP
Moldboards with Through-Hardened Dura-Max Cutting Edge		
3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware		0 kg (0 lb.)
3.66 m x 610 mm x 22 mm (12 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		45 kg (99 lb.)
3.66 m x 686 mm x 25 mm (12 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		126 kg (277 lb.)
3.96 m x 686 mm x 25 mm (13 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		180 kg (396 lb.)
4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 152-mm x 16-mm (6 in. x 5/8 in.) cutting edge and 16-mm (5/8 in.) hardware		105 kg (231 lb.)
4.27 m x 610 mm x 22 mm (14 ft. x 24 in. x 7/8 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		157.4 kg (347 lb.)
4.27 m x 686 mm x 25 mm (14 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 16-mm (5/8 in.) hardware		251 kg (554 lb.)
4.27 m x 686 mm x 25 mm (14 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 3/4 in.) cutting edge and 19-mm (3/4 in.) hardware		261 kg (575 lb.)
Extensions, 610 mm (2 ft.) (right or left)		
For Use with 610-mm (24 in.) Moldboards		116 kg (255 lb.)
For Use with 686-mm (27 in.) Moldboards		120 kg (265 lb.)
Overlay End Bits, Reversible (one pair)		
For 152-mm (6 in.) Cutting Edge		19.5 kg (43 lb.)
For 203-mm (8 in.) Cutting Edge		23 kg (51 lb.)
Heavy-Duty Dual-Input Circle-Drive Gearbox		14 kg (31 lb.)
Circle-Drive Slip Clutch		9 kg (20 lb.)
Moldboard Impact-Absorption System		43 kg (95 lb.)
Ripper/Scarifier, Rear Mounted with Hitch and Ripper Shanks (3)		1139 kg (2,510 lb.)
Scarifier Shanks with Teeth (9 for rear ripper/scarifier)		68 kg (150 lb.)
Ripper Shanks and Teeth (2)		63 kg (139 lb.)
Rear Counterweight with Integral Rear Hitch		727 kg (1,603 lb.)
Rear Hitch		54.4 kg (120 lb.)
Push Block, Front		1338 kg (2,950 lb.)
A Height to Top of Cab		
		3.18 m (10 ft. 5 in.)
A1 Height to Top of Full-Height Cab		
		3.40 m (11 ft. 2 in.)
B Height to Top of Exhaust		
		3.10 m (10 ft. 2 in.)
C Height to Top of Blade-Lift Cylinders		
		3.05 m (10 ft. 0 in.)
D Tandem Axle Spacing		
		1.54 m (5 ft. 1 in.)
E Blade Axle		
		2.57 m (8 ft. 5 in.)

770G/GP	
Scarifier	
Front Mount with Teeth (5)	831 kg (1,833 lb.)
Mid-Mount with Teeth (11)	1481 kg (3,265 lb.)
Front Lift Group (Balderson-style)	763 kg (1,682 lb.)
Tires	
14.00-24, 12 PR G2	-220.4 kg (-486 lb.)
17.5-25, 12 PR G2/L2	-106 kg (-234 lb.)
14.00-R24, Radial, G2/L2 General Purpose	0 kg (0 lb.)
14.00-R24, Radial, G2/L2 Snow	40.8 kg (90 lb.)
17.5-R25, Radial, L2 General Purpose	51.7 kg (114 lb.)
17.5-R25, Radial, G2/L2 Snow	95.3 kg (210 lb.)
17.5-R25, Radial, G3/L3 General Purpose	141.5 kg (312 lb.)
550/65R25 XLD70 G3/L3 Radial, General Purpose	495.3 kg (1,092 lb.)
1-Piece Rims	
229 mm x 610 mm (9 in. x 24 in.)	0 kg (0 lb.)
330 mm x 635 mm (13 in. x 25 in.)	65.3 kg (144 lb.)
Multi-Piece Rims	
254 mm x 610 mm (10 in. x 24 in.)	179.6 kg (396 lb.)
356 mm x 635 mm (14 in. x 25 in.)	266.7 kg (588 lb.)
432 mm x 635 mm (17 in. x 25 in.)	321.1 kg (708 lb.)
Fenders	
Front	77 kg (169 lb.)
Rear	141 kg (310 lb.)
Low Cab with Opening Front and Side Windows	14.5 kg (32 lb.)
Premium Air-Suspension, Heated Seat with Adjustable Arm- and Headrests	13 kg (28 lb.)
Coolant Heater	4 kg (9 lb.)
Quick Service	11 kg (24 lb.)
Sound-Absorption Package (machines equipped with Tier 3/Stage IIIA and Tier 2/Stage II engines only)	14 kg (31 lb.)
Secondary Steering	26 kg (58 lb.)
Beacon Bracket	8 kg (18 lb.)
Fire Extinguisher	14.5 kg (32 lb.)
Lighting Packages	
10 Halogen Lights	4.5 kg (10 lb.)
16 Halogen Lights	7 kg (16 lb.)
18 Halogen Lights	8 kg (18 lb.)
High-Front Light Bar for Snowplowing	20 kg (44 lb.)
Auxiliary Hydraulic Control Valve Section and Controls	7 kg (15 lb.)
Hydraulics for Front-Mounted Equipment	9 kg (19 lb.)
Wheelbase	
F Wheelbase	6.16 m (20 ft. 3 in.)
G Overall Length	8.89 m (29 ft. 2 in.)
H Overall Length with Scarifier	9.69 m (31 ft. 9 in.)
I Overall Length with Push Block and Ripper	9.99 m (32 ft. 9 in.)
J Overall Length with Scarifier and Ripper	10.59 m (34 ft. 9 in.)

For Overall Width see Tires/Wheels on page 24.





870G / GP SPECIFICATIONS

870G / GP SPECIFICATIONS



Engine	870G/GP		
Manufacturer and Model	John Deere PowerTech™ PSS 9.0L	John Deere PowerTech™ Plus 9.0L	John Deere PowerTech™ 9.0L
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA	EPA Tier 2/EU Stage II
Cylinders	6	6	6
Displacement	9.0L [548 cu. in.]	9.0L [548 cu. in.]	9.0L [548 cu. in.]
Net Engine Power			
Gear 1	160 kW [215 hp]	153 kW [205 hp]	153 kW [205 hp]
Gear 2	172 kW [230 hp]	164 kW [220 hp]	164 kW [220 hp]
Gear 3	183 kW [245 hp]	175 kW [235 hp]	175 kW [235 hp]
Gear 4	190 kW [255 hp]	183 kW [245 hp]	183 kW [245 hp]
Gear 5	194 kW [260 hp]	187 kW [250 hp]	187 kW [250 hp]
Gear 6	201 kW [270 hp]	194 kW [260 hp]	194 kW [260 hp]
Gear 7	205 kW [275 hp]	198 kW [265 hp]	198 kW [265 hp]
Gear 8	209 kW [280 hp]	201 kW [270 hp]	201 kW [270 hp]
Net Peak Torque	1428 Nm [1,053 lb.-ft.]	1329 Nm [980 lb.-ft.]	1329 Nm [980 lb.-ft.]
Net Torque Rise	62%	57%	57%
Aspiration	Series turbocharged, charge-air cooled	Turbocharged, charge-air cooled	Turbocharged, charge-air cooled
Lubrication	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler
Air Cleaner with Restriction Indicator	Dual element, dry	Dual element, dry	Dual element, dry
Engine Coolant, Extended Life, Rating	-37 deg. C [-34 deg. F]		
Transmission	Direct-drive John Deere PowerShift Plus™, modulated shift-on-the-go, Event-Based Shifting (EBS), inching pedal; independent transmission reservoir with separate filtration and cooling system with 121-L/min. (32 gpm) gear pump		
Gears			
Forward	8		
Reverse	8		
Maximum Travel Speeds	No tire slip at 2,180 rpm, 14.0-R24 tires		
Gear 1	3.9 km/h (2.4 mph)		
Gear 2	5.6 km/h (3.5 mph)		
Gear 3	7.9 km/h (4.9 mph)		
Gear 4	10.9 km/h (6.8 mph)		
Gear 5	16.7 km/h (10.4 mph)		
Gear 6	23.3 km/h (14.5 mph)		
Gear 7	32.2 km/h (20.0 mph)		
Gear 8	45.0 km/h (28.0 mph)		
Front Axle	Heavy-duty welded fabrication		
Oscillation (total)	32 deg.		
Wheel Lean Angle (each direction)	20 deg.		
Differentials	Spiral bevel; hydraulically actuated, clutch type can be applied on-the-go; selectable manual or automatic differential lock		
Steering (all models include steering wheel)	All-hydraulic power-frame articulation for maneuverability and productivity; crab steering reduces side drift, positions tandems on firm ground, and increases side-slope stability; return-to-straight control included in Grade Pro (GPM) option		
Turning Radius (front steer and articulation)	7.21 m (284 in.) [23 ft. 8 in.]		
Articulation (both right and left)	22 deg.		
Final Drives	Inboard-mounted planetary sealed in cooled, filtered oil		
Brakes	Foot-controlled, hydraulically operated, multiple wet-disc brakes sealed in pressurized, cooled, filtered oil; both independent systems effective on all 4 tandem wheels		
Primary and Secondary Brakes	Hydraulically actuated, inboard of tandem pivot, self-adjusting, sealed in cooled and filtered oil, multi-disc (ISO 3450)		
Parking Brake	Automatically spring applied, hydraulically released, oil cooled, self-adjusting (ISO 3450)		
Hydraulics			
Type	Closed-center, pressure-compensated load-sensing (PCLS), variable-displacement piston pump		
Maximum Pump Flow	218 L/min. (57.5 gpm)		
Maximum System Pressure	18 961 kPa (2,750 psi)		
Pump Displacement	90 cm³ [5.5 cu. in.]		

All-hydraulic, industry-standard lever placement of blade-function controls; includes float position; 7 discrete saddle positions		
Blade Range		
Lift Above Ground	452 mm (17.8 in.)	
Blade Side Shift (right or left)	683 mm (26.9 in.)	
Pitch at Ground Line		
Forward	42 deg.	
Back	5 deg.	
Shoulder Reach Outside Wheels (frame straight, right or left)	2329 mm [91.7 in.] [7 ft. 8 in.]	
Bank Cut Angle (right or left)	90 deg.	
At Maximum Operating Weight	15 501 kg (34,173 lb.)	
Solid-state load center and sealed-switch module	EPA Final Tier 4/EU Stage IV	
Voltage	24 volt	
Number of Batteries	2	
Battery Capacity	1,400 CCA	
Reserve Capacity	440 min.	
Amp-Hour Rating	224 amp-hour	
Alternator Rating		
Base	130 amp	
Optional	200 amp	
Lights	Driving lights; 2 high- and 2 low-beam halogen headlights; front and rear LED turn signals and marker lights; LED brake and hazard warning lights	
Type	Welded box construction	
Width (minimum)	307 mm [12.1 in.]	
Height (minimum)	307 mm [12.1 in.]	
Thickness		
Side	16 mm [0.63 in.]	
Top and Bottom Plate	30 mm [1.17 in.]	
Modulus		
Minimum Vertical Section	1770 cm² [108 cu. in.]	
Average Vertical Section at Saddle	2635 cm² [161 cu. in.]	
Draft Frame (drawbar)		
Welded box construction machined for flatness with double ball-and-socket pivot connection equipped with quick-change replaceable wear inserts		
Circle		
Welded construction, heat-treated, machined for flatness, equipped with quick-change replaceable wear inserts		
Circle Diameter	1524 mm [60 in.]	
Rotation	360 deg.	
Drive	Hydraulic motor and worm gear with positive lock	
Circle Side Shift (right and left)	787 mm [31 in.]	
Moldboard		
High-strength, pre-stressed for higher strength, wear-resistant, high-carbon steel and reversible end bits; blade side-shift wear system includes quick-change replaceable wear inserts and quick-adjust jackscrew system		
Base Length	4.27 m [168 in.] [14 ft. 0 in.]	
Height (measured along arc, including cutting edge)	686 mm [27 in.]	
Thickness	25 mm [1 in.]	
Cutting Edge		
Dura-Max™ through-hardened steel edge		
Thickness	19 mm [0.75 in.]	
Width	203 mm [8 in.]	

870G/GP

870G/GP

Scarifiers	870G/GP	
Type	Front V-type toolbar with manual 2-pitch positions and hydraulic float	Mid-mount Radial linkage, with NeverGrease™ pin joints; V-type manual 3-pitch positions and hydraulic float
Width of Cut	1.20 m (48 in.) (4 ft. 0 in.)	1.19 m (46.7 in.) (3 ft. 11 in.)
Number of Shanks/Teeth	5 (maximum capacity 9)	11
Lift Above Ground	589 mm (23.2 in.)	335 mm (13.2 in.)
Maximum Depth	335 mm (13.2 in.)	325 mm (12.8 in.)
Shank Spacing	146 mm (5.75 in.)	117 mm (4.6 in.)
Shank Size	25 x 76 mm (1 x 3 in.)	26 x 76 mm (1 x 3 in.)

Lift	870G/GP	
Parallel linkage, mechanical pins, and hydraulic float		
Above Ground (top of tube)	1864 mm (73.4 in.)	
Range	988 mm (38.9 in.)	

Lift	870G/GP	
Parallel linkage, with NeverGrease pin joints, hydraulic float, and integrated hitch		
Width of Cut	Ripper 2.21 m (87.2 in.) (7 ft. 3 in.)	Scarifier 2.18 m (86 in.) (7 ft. 2 in.)
Number of Shanks/Teeth	3 (maximum capacity 5)	None standard (maximum capacity 9)
Lift Above Ground	602 mm (23.7 in.)	810 mm (31.9 in.)
Maximum Depth	426 mm (16.8 in.)	323 mm (12.7 in.)
Force at Typical FT4 Weight		
Penetration	10 087 kg (22,238 lb.)	—
Pry-Out	13 185 kg (29,068 lb.)	—
Shank Size	61.5 x 133 mm (2.42 x 5.25 in.)	25 x 76 mm (1 x 3 in.)

Wheel Tread on Ground	870G/GP		
Overall Width	14R24 on 254-mm (10 in.) Rim	17.5R25 on 356-mm (14 in.) Rim	550/65R25 on 432-mm (17 in.) Rim
Ground Clearance (front axle)	2.08 m (82.0 in.)	2.16 m (85.0 in.)	2.21 m (87.0 in.)
	2.49 m (98.0 in.)	2.64 m (104.0 in.)	2.77 m (109.0 in.)
	587 mm (23.1 in.)	587 mm (23.1 in.)	612 mm (24.1 in.)

Refill Capacities	870G/GP	
Fuel Tank	EPA Final Tier 4/EU Stage IV 416.5 L (110 gal.)	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II 416.5 L (110 gal.)
Diesel Exhaust Fluid (DEF) Tank	22.5 L (6 gal.)	—
Cooling System	55.0 L (14.5 gal.)	48.5 L (12.8 gal.)
Engine Oil with Filter	28.4 L (7.5 gal.)	27.0 L (7.1 gal.)
Transmission Fluid	23.5 L (6.2 gal.)	28.4 L (7.5 gal.)
Differential Housing	38.0 L (10 gal.)	38.0 L (10 gal.)
Tandem Housings (each)	74.0 L (19.5 gal.)	74.0 L (19.5 gal.)
Circle Gearbox	5.7 L (1.5 gal.)	5.7 L (1.5 gal.)
Hydraulic Reservoir	60.5 L (16 gal.)	53.0 L (14 gal.)

With Full Fuel Tank, 4.27-m x 686-mm x 25-mm (14 ft. x 27 in. x 1.0 in.) Moldboard with 203-mm x 19-mm (8 in. x 1/4 in.) Cutting Edges, 17.5R25 L2 Tires, and 79-kg (175 lb.) Operator

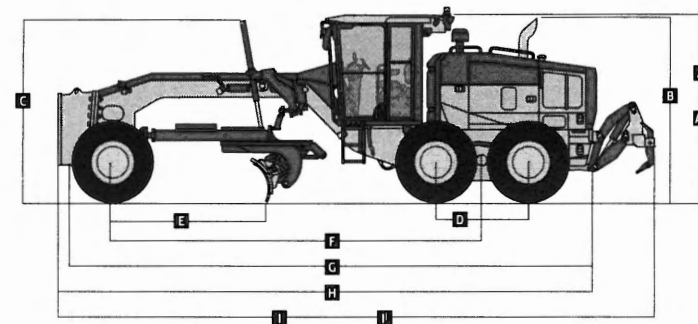
Operator	870G/GP	
Front	EPA Final Tier 4/EU Stage IV 4531 kg (9,990 lb.)	EPA Tier 3/EU Stage IIIA and EPA Tier 2/EU Stage II 4540 kg (10,010 lb.)
Rear	12 487 kg (27,530 lb.)	11 843 kg (26,110 lb.)
Total	17 019 kg (37,520 lb.)	16 384 kg (36,120 lb.)

Typical Operating Weight with Front Push Block, Rear Ripper/Scarifier, and Other Equipment	870G/GP	
Front	5788 kg (12,760 lb.)	5869 kg (12,940 lb.)
Rear	14 515 kg (32,000 lb.)	13 689 kg (30,179 lb.)
Total	20 303 kg (44,760 lb.)	19 558 kg (43,119 lb.)
Maximum Operating Weight	24 948 kg (55,000 lb.)	24 948 kg (55,000 lb.)

Options/Weight	870G/GP	
Moldboards with Through-Hardened Dura-Max Cutting Edge		
3.66 m x 686 mm x 25 mm (12 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 1/4 in.) cutting edge and 16-mm (5/8 in.) hardware	- 126 kg (- 278 lb.)	
3.96 m x 686 mm x 25 mm (13 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 1/4 in.) cutting edge and 16-mm (5/8 in.) hardware	- 72 kg (- 159 lb.)	
4.27 m x 686 mm x 25 mm (14 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 1/4 in.) cutting edge and 16-mm (5/8 in.) hardware	0 kg (0 lb.)	
4.27 m x 686 mm x 25 mm (14 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 1/4 in.) cutting edge and 19-mm (3/4 in.) hardware	9.5 kg (21 lb.)	
4.88 m x 686 mm x 25 mm (16 ft. x 27 in. x 1 in.) with 203-mm x 19-mm (8 in. x 1/4 in.) cutting edge and 19-mm (3/4 in.) hardware	137 kg (302 lb.)	
Extensions, 610 mm (2 ft.) (right or left) For Use with 686-mm (27 in.) Moldboards	120 kg (265 lb.)	
Overlay End Bits, Reversible (one pair) For 152-mm (6 in.) Cutting Edge	19.5 kg (43 lb.)	
For 203-mm (8 in.) Cutting Edge	23 kg (51 lb.)	
Heavy-Duty Dual-Input Circle-Drive Gearbox Circle-Drive Slip Clutch	14 kg (31 lb.)	
9 kg (20 lb.)		
Moldboard Impact-Absorption System	43 kg (95 lb.)	
Ripper/Scarifier, Rear Mounted with Hitch and Ripper Shanks (3)	1139 kg (2,510 lb.)	
Scarifier Shanks with Teeth (9 for rear ripper/scarifier)	68 kg (150 lb.)	
Ripper Shanks and Teeth (2)	63 kg (139 lb.)	
Rear Counterweight with Integral Rear Hitch	727 kg (1,603 lb.)	
Rear Hitch	54.4 kg (120 lb.)	
Push Block, Front	1338 kg (2,950 lb.)	
Scarifier		
Front Mount with Teeth (5)	831 kg (1,833 lb.)	
Mid-Mount with Teeth (11)	1481 kg (3,265 lb.)	
Machine Dimensions		
A Height to Top of Cab	3.18 m (10 ft. 5 in.)	
Al Height to Top of Full-Height Cab	3.40 m (11 ft. 2 in.)	
B Height to Top of Exhaust	3.10 m (10 ft. 2 in.)	
C Height to Top of Blade-Lift Cylinders	3.05 m (10 ft. 0 in.)	
D Tandem Axle Spacing	1.54 m (5 ft. 1 in.)	
E Blade Base	2.53 m (8 ft. 4 in.)	

Options/Weight	870G/GP	
Front Lift Group (Balderson-style)	763 kg (1,682 lb.)	
Tires		
14.00-24, 12 PR G2	- 272 kg (- 600 lb.)	
17.5-25, 12 PR G2/L2	- 158 kg (- 348 lb.)	
14.00-R24, Radial, G2/L2 General Purpose	- 52 kg (- 114 lb.)	
14.00-R24, Radial, G2/L2 Snow	- 11 kg (- 24 lb.)	
17.5-R25, Radial, L2 General Purpose	0 kg (0 lb.)	
17.5-R25, Radial, G2/L2 Snow	43.5 kg (96 lb.)	
17.5-R25, Radial, G3/L3 General Purpose	90 kg (198 lb.)	
550/65R25 XLD70 G3/L3 Radial, General Purpose	444 kg (978 lb.)	
Multi-Piece Rims		
254 mm x 610 mm (10 in. x 24 in.)	- 87 kg (- 192 lb.)	
356 mm x 635 mm (14 in. x 25 in.)	0 kg (0 lb.)	
432 mm x 635 mm (17 in. x 25 in.)	54.4 kg (120 lb.)	
Fenders		
Front	77 kg (169 lb.)	
Rear	141 kg (310 lb.)	
Low Cab with Opening Front and Side Windows	14.5 kg (32 lb.)	
Premium Air-Suspension, Heated Seat with Adjustable Arm- and Headrests	13 kg (28 lb.)	
Coolant Heater	4 kg (9 lb.)	
Quick Service	11 kg (24 lb.)	
Sound-Absorption Package (machines equipped with Tier 3/Stage IIIA and Tier 2/Stage II engines only)	14 kg (31 lb.)	
Secondary Steering	26 kg (58 lb.)	
Beacon Bracket	8 kg (18 lb.)	
Fire Extinguisher	14.5 kg (32 lb.)	
Lighting Packages		
10 Halogen Lights	4.5 kg (10 lb.)	
16 Halogen Lights	7 kg (16 lb.)	
18 Halogen Lights	8 kg (18 lb.)	
High-Front Light Bar for Snowplowing	20 kg (44 lb.)	
Auxiliary Hydraulic Control Valve Section and Controls	7 kg (15 lb.)	
Hydraulics for Front-Mounted Equipment	9 kg (19 lb.)	
Machine Dimensions		
F Wheelbase	6.16 m (20 ft. 3 in.)	
G Overall Length	8.89 m (29 ft. 2 in.)	
H Overall Length with Scarifier	9.69 m (31 ft. 9 in.)	
I Overall Length with Push Block and Ripper	9.99 m (32 ft. 9 in.)	
J Overall Length with Scarifier and Ripper	10.59 m (34 ft. 9 in.)	

For Overall Width see Tires/Wheels on page 28.



Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

620	670	770	870	Operator's Station
●	●	●	●	Low-profile ROPS/FOPS cab with HVAC (ROPS ISO 3471 / FOPS SAE 3449 Level II)
▲	▲	▲	▲	Low-profile ROPS/FOPS cab utilizing laminated glass with fixed lower front and side opening windows
▲	▲	▲	▲	Opening front and side windows (standard with Grade Pro)
●	●	●	●	Keyless start with multiple security modes
●	●	●	●	Fabric air-suspension seat with armrests and headrest
▲	▲	▲	▲	Premium heated, leather/fabric, high-wide back, air-suspension seat with armrests (standard with Grade Pro)
●	●	●	●	Sealed-switch module with function indicators
●	●	●	●	Electric rear-window defroster
●	●	●	●	Upper front windshield washers with intermittent wipers
▲	●	●	●	Upper rear windshield washers with intermittent wipers
▲	▲	▲	▲	Lower front intermittent wiper and washer
▲	▲	▲	▲	Powered cab precleaner
▲	▲	▲	▲	Decelerator pedal
▲	▲	▲	▲	Flip-down, right- and/or left-hand cab beacon with bracket
●	●	●	●	Cab prewired for beacon, radio, and auxiliary circuit
▲	▲	▲	▲	Front window sun visor / retractable rear sunshade
●	●	●	●	Rearview mirrors, exterior (2) [SAE J985]
▲	▲	▲	▲	Heated exterior mirrors (2) [SAE J985]
▲	▲	▲	▲	Fire extinguisher
▲	▲	▲	▲	High-resolution rearview camera with dedicated monitor
●	●	●	●	Retractable seat belt, 76 mm (3 in.) [SAE 386]
▲	▲	▲	▲	AM/FM radio with auxiliary and Weather Band (WB)
▲	▲	▲	▲	AM/FM radio with Bluetooth®, auxiliary, WB, and XM Satellite Radio™ ready
●	●	●	●	Push-button-activated cruise control
Electrical				
●	●	●	●	100-amp alternator
▲	▲	▲	▲	130-amp alternator
▲	▲	▲	▲	200-amp alternator (FT4/Stage IV)
●	●	●	●	Batteries (2), 1,400 CCA with 440-min. reserve capacity
▲	●	●	●	Left-hand engine compartment service-check light
▲	▲	▲	▲	Right-hand engine compartment service-check light
●	●	●	●	Transporting lights (4 halogen)
▲	▲	▲	▲	Grading lights (10 halogen lights)
▲	▲	▲	▲	Deluxe grading lights (18 halogen lights)
▲	▲	▲	▲	Premium grading lights (18 LED lights)

620	670	770	870	Electrical (continued)
▲	▲	▲		Tall front snowplow light bar
●	●	●	●	Multifunction/multi-language diagnostic LCD color monitor
●	●	●	●	Reverse warning alarm (SAE J994)
●	●	●	●	LED brake and turn lights
Moldboard				
Patented pre-stressed, high strength, wear resistant:				
●	●	●		3.66-m x 610-mm x 22-mm (12 ft. x 24 in. x 7/8 in.)
▲	▲	▲	▲	3.66-m x 686-mm x 25-mm (12 ft. x 27 in. x 1 in.)
▲	▲	▲	▲	3.96-m x 686-mm x 25-mm (13 ft. x 27 in. x 1 in.)
▲	▲	▲	▲	4.27-m x 610-mm x 22-mm (14 ft. x 24 in. x 7/8 in.)
▲	▲	●		4.27-m x 686-mm x 25-mm (14 ft. x 27 in. x 1 in.)
			▲	4.88-m x 686-mm x 25-mm (16 ft. x 27 in. x 1 in.)
●	●	●	●	Quick-change and jackscrew-adjustable moldboard side-shift extreme-duty wear inserts
▲	▲	▲		610-mm (24 in.) left- or right-hand extensions for 610-mm (24 in.) moldboard
		▲	▲	610-mm (24 in.) left- or right-hand extensions for 686-mm (27 in.) moldboard
▲	▲	▲	▲	Reversible overlay endbits
Overall Vehicle				
●	●	●	●	JDLink™ Ultimate wireless communication system (available in specific countries; see your dealer for details)
●	●	●	●	Ground-level fuel and diesel exhaust fluid (DEF) filling
▲	●	●	●	Fluid-sampling ports for engine oil and coolant, hydraulic oil, and axle and transmission fluids
●	●	●	●	Vandal-protection locking for: Cab doors / Top tank radiator-access door / Engine coolant surge tank / Hydraulic reservoir cap / Battery-disconnect switch / Ground-level electrical master disconnect switch / Fuel-tank door and cap / Toolbox
●	●	●	●	Environmental drains with hoses for engine, transmission, hydraulic, differential fluids, and engine coolant
▲	●	●	●	Hydraulically driven cool-on-demand reversing fan
●	●	●	●	Banked easy-access vertical spin-on filters for hydraulic, transmission, and axle fluids
●	●	●	●	Engine rotary ejector precleaner
●	●	●	●	Automatic differential lock
●	●	●	●	Engine-stall prevention and auto shutdown
▲	▲	▲	▲	Adjustable rotary engine precleaner (FT4/Stage IV)
	▲	●	●	Heavy-duty air cleaner (FT4/Stage IV)
●	●	●		Single-input circle drive

620	670	770	870	Overall Vehicle (continued)
▲	▲	▲		Single-input circle drive with slip clutch
	▲	▲	●	Heavy-duty dual-input circle drive without slip clutch
	▲	▲	▲	Heavy-duty dual-input circle drive with slip clutch
▲	▲	▲	▲	AutoShift transmission
▲	▲	▲	▲	Blade-impact-absorption system
▲	▲	▲	▲	Front and/or rear wheel fenders
▲	▲	▲	▲	Quick-service bank for transmission, hydraulic, engine oil, and engine coolant fluid changes
▲	▲	▲	▲	Secondary steering
	▲	▲	▲	Sound-absorption package (Tier 3/Stage IIIA and Tier 2/Stage II)
Front Attachments				
▲	▲	▲	▲	Front push block
▲	▲	▲	▲	V-type front scarifier with float position, 5 shanks
▲	▲	▲	▲	Mid-mount scarifier with float position, 11 shanks
▲	▲	▲	▲	Front Balderson-style lift group with float position
▲	▲	▲	▲	Front-mounted dozer blades
Rear Attachments				
●	●	●	●	Full bottom guard with access panel and side guards for rear vehicle protection
▲	▲	▲	▲	Rear-mounted ripper/scarifier combination with rear hitch and pin, 3 ripper shanks
▲	▲	▲	▲	Rear counterweight with rear hitch and pin
▲	▲	▲	▲	Rear hitch and pin
▲	▲	▲	▲	Extra scarifier shanks (9) with teeth for rear ripper scarifier
	▲	▲	▲	Extra ripper shanks (2) with teeth for rear ripper/scarifier
Grade Pro (GP) Option				
●	●	●	●	Low-profile GP cab with opening lower front and side windows
▲	▲	▲	▲	Low-profile GP cab utilizing laminated glass with fixed lower front and side opening windows
●	●	●	●	Premium heated, leather/fabric, high wide-back air-suspension seat with armrests
▲	▲	▲	▲	Dual-joystick controls
▲	▲	▲	▲	Fingertip armrest-mounted controls including steering lever
●	●	●	●	Steering wheel
●	●	●	●	Cross-slope
●	●	●	●	Return to straight
●	●	●	●	Grade-control-ready package
Grade Control				
▲	▲	▲	▲	Mast mounts
▲	▲	▲	▲	Topcon ready on GP models*
▲	▲	▲	▲	Trimble ready on GP models*
▲	▲	▲	▲	Leica ready on GP models*

*Available soon on G models.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment: 14.0 x 610-mm (24 in.) 12 PR G2, Bias tires and 3.66-m x 610-mm x 22-mm (12 ft. x 24 in. x 7/8 in.) high-strength, wear-resistant moldboards with 16-mm x 152-mm (0.63 in. x 6 in.) Dura-Max* through-hardened-steel cutting edges for the 620G, 670G, and 770G, and 17.5 R 635-mm (25 in.) L2, Radial tires and 4.27-m x 686-mm x 25-mm (14 ft. x 27 in. x 1 in.) high-strength, wear-resistant moldboards with 16-mm x 152-mm (0.63 in. x 6 in.) Dura-Max through-hardened-steel cutting edges for the 870G. Weights include lubricants, coolants, full fuel tanks, and 79-kg (175 lb.) operators.



E731-D2
June 2016

**MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED
MOTORGRADER MINIMUM SPECIFICATIONS**

ENGINE – Diesel meeting EPA emissions standards, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Ryland MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

E731-D2
June 2016

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart 0, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow.

LED STROBE LIGHT WIRING/SWITCH – Unit shall have factory installed LED light switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2nd door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included.

NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator.

Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer.

Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified.

Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department.

Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted LED strobe.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

12th

day of

March

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MoDOT contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles to purchase one (1) 2020 Ford Explorer 4WD SUV from Joe Machens Ford Lincoln of Columbia, Missouri for the Assessor's Office as well as the disposal of one (1) 2013 Ford Explorer Police model, fixed asset tag 18511.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and disposal form.

Done this 12th day of March 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: February 28, 2019
RE: Cooperative Contract IFB605CO19000723 (MoDOT)

Purchasing requests permission to use contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Assessor's Office wishes to purchase one (1) 2020 Ford Explorer 4WD SUV details as follows:

**2020 Ford Explorer 4 Wheel Drive Sport Utility Vehicle (K8B)
\$31,085.00**

- 100 A Package (100A) Std
- 4-Wheel Drive Std
- 2.3L EcoBoost Engine (99H) Std
- Standard Rear Axle Std
- Automatic Transmission Std
- Air Conditioning Std
- LH & RH Manual Mirrors Std
- All Season tires plus spare Std
- Standard GVWR Std
- 4 wheels disc brakes ABS Std
- Cruise control and Tilt Std
- Daytime Running Lights Std
- Carpet Flooring Std
- Cloth Seats (7N) Std
- Rear camera Std
- SYNC Bluetooth Std
- 2 sets of keys Std
- 3rd Row Seating Std

Include Fixed Price Options from Contract IFB605CO19000723

- Exterior Color: Oxford White (YZ) No Charge
- Interior Color: Cloth: Sandstone No Charge
- Delivery Fee No Charge

FIRM, FIXED
GRAND TOTAL **\$31,085.00**

The contract runs through Model Year 2019 with two (2) renewal options available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 60,000-miles on the power train.

The total purchase price is \$31,085.00, and it will be paid from Department 2010, Assessment - Account 92400, Replacement Autos and Trucks.

The Purchasing Department requests permission to dispose/transfer of the following surplus:

- (1) Disposal: 2013 Ford Explorer Police Model, fixed asset tag 18511.

The Disposal Form is attached for signature.

Note: Because of character limitations in the AS400 system, this contract will be numbered Boone County Contract Number ***IFB605CO1900723***.

/lp

c: Jacquelyn Davidson
 Contract File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 2/22/19

Fixed Asset Tag Number: 18511

FEB 22 2019

Description of Asset: FORD Explorer Police
2013

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): VIN # 1FM5K8AR7DGC73621

Condition of Asset: FAIR/POOR

Reason for Disposition: Power Transfer Unit is leaking cost to repair is \$1,925. Needs 4 new tires cost \$900

Location of Asset and Desired Date for Removal to Storage: Clark Parking Lot - June or July 2019 when we get replacement

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2010 Assessment

Signature: *[Handwritten Signature]*

To be Completed by: AUDITOR

Original Acquisition Date: 6-28-13

G/L Account for Proceeds: 1255-3835 Her

Original Acquisition Amount: \$25,986.00

Original Funding Source: 2731

Account Group: 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name: _____ Number: _____

Location within Department: _____

Individual: _____

Trade Auction Sealed Bids

Other Explain: _____

Commission Order Number: 102-2019

Date Approved: 3-12-19

Signature: *[Handwritten Signature]*

PURCHASE AGREEMENT
(1) New 2020 Ford Explorer, 4WD SUV
for the Boone County Assessor

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, herein "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) new 2020 Ford Explorer, 4-Wheel Drive SUV in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract IFB605CO19000723, Joe Machens' quote dated February 8, 2019, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **IFB605CO19000723** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response. *(NOTE: Because of AS400 character limitations, the Boone County Contract Number will be referred to as IFB605CO1900723.)*

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one Ford Explorer Sports Utility Vehicle with 4-wheel drive, item 66 as follows:

	<u>Unit Price</u>
2020 Ford Explorer 4 Wheel Drive Sport Utility Vehicle (K8B)	\$31,085.00
• 100 A Package (100A)	Std
• 4-Wheel Drive	Std
• 2.3L EcoBoost Engine (99H)	Std
• Standard Rear Axle	Std
• Automatic Transmission	Std
• Air Conditioning	Std
• LH & RH Manual Mirrors	Std
• All Season tires plus spare	Std
• Standard GVWR	Std
• 4 wheels disc brakes ABS	Std
• Cruise control and Tilt	Std
• Daytime Running Lights	Std
• Carpet Flooring	Std
• Cloth Seats (7N)	Std
• Rear camera	Std
• SYNC Bluetooth	Std
• 2 sets of keys	Std
• 3 rd Row Seating	Std

Include Fixed Price Options from Contract IFB605CO19000723

- | | |
|-------------------------------------|-----------|
| • Exterior Color: Oxford White (YZ) | No Charge |
| • Interior Color: Cloth: Sandstone | No Charge |
| • Delivery Fee | No Charge |

**FIRM, FIXED
GRAND TOTAL**

\$31,085.00

3. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

4. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 70-100 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

5. **Warranty** – The standard manufacturer warranty shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; 5 years or 60,000 miles on the powertrain.

6. **Title** – Title in the name of: Boone County Assessor. Address: 801 E. Walnut Street, Room 143, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Assessor, Attn: Jacqueline Davidson, 801 E. Walnut Street, Room 143, Columbia, MO 65201 and billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

8. **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.

9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar 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.

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

by Kelly Sells
DC58707875654B7...
title Fleet Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission

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

APPROVED AS TO FORM:

DocuSigned by:
Charles J. Offner
56E0A0DD80A6445
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION

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

2010 – 92400 / \$31,085.00

DocuSigned by:
Dune Reedford by jj
Signature 2/28/2019 Date 2010 – 92400 / \$31,085.00 Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

February 8, 2019

State Contract # IFB605CO19000723

Boone County

Subject: Joe Machens Proposal on a **2020 Ford Explorer, 4 Wheel Drive, Item #66**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Explorer, Joe Machens Ford proposes the following. The Ford Explorer includes the factory standard options and the State Contract options as listed below. This proposed unit also has other options as noted below.

Price – Dealer Code – Option, Included Equipment

\$31,085 – 2020 Ford Explorer Base (K8B)	4 wheels disc brakes – ABS
100A pkg (100A)	Cruise control and Tilt
4 Wheel Drive	Daytime Running Lights
2.3L EcoBoost Engine (99H)	Carpet Flooring
Standard Rear Axle	Cloth Seats (7N)
Automatic Transmission	Rear Camera
Air Conditioning	SYNC Bluetooth
LH & RH Manual Mirrors	2 sets of keys
All Season Tires plus spare	3 rd row seating
Standard GVWR	

Optional equipment (Price – Dealer Code – Option):

\$0 – YZ – Exterior Color: Oxford White
\$0 – 7N – Interior Color: Cloth: Sandstone
\$0 – DEL – Delivery / Fees

Total

\$31,085 (2020 Ford Explorer 4x4)

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411
ksells@machens.com



BASE ITEM G - New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport													
EXAMPLES OF ACCEPTABLE MAKES AND MODELS: Standard Chevrolet Traverse Standard Dodge Durango Standard Ford Explorer Standard Jeep Grand Cherokee													
All units must contain the following options: 1. Standard minimum gasoline engine 2. Manufacturers standard rear end axle ratio 3. Minimum 4 Speed Automatic transmission 4. Air Conditioning 5. LH & RH exterior mirrors 6. Tires:(4) Manufacturers all-season tires plus manufacturers standard size spare tire and wheel 7. Vinyl/Rubber flooring (Carpet will be accepted if rubber flooring not an option) 8. 4-wheel anti-lock braking system (ABS) 9. Speed control and tilt wheel 10. Daytime running lights 11. Wheelbase 113 Inch Minimum 12. 2 sets of keys 13. Standard seating with second and third row bench seat 14. AWD/4WD NET DELIVERED PRICE.													
Item Name	Item Code	Supplier Name	Intentional No Bid	Alternative	Manufacturer Name	Manufacturer Part Number	Item Unit	Cost Total	Additional Item Information	% of Discount off MSRP	Delivery Timeline	E-85 Compatible	Size/ Horsepower
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Carthage Chrysler Dodge Jeep Ram	N	Option A - Grand Cherokee Laredo 4X4	Jeep	WKJH74	each	\$26,004.000000		5%	180 days	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Lou Fusz Ford	N	A	DODGE DURANGO	WDEL75	each	\$26,049.000000		2%	120	NO	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	PUTNAM CHEVROLET INC	N		CHEVROLET	TRAVERSE LS	each	\$26,160.000000		10%	105	NO, E10 CAPABLE	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	CAPITOL AUTOMOTIVE INC	N	1	Dodge Durango	WDEL75	each	\$26,185.000000		5%	90-120	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Roberts Chevrolet Buick	N	N/A	Chevrolet Traverse	1NV56	each	\$26,267.000000		10%	75-120	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Carthage Chrysler Dodge Jeep Ram	N	Option B - Durango SXT AWD	Dodge	WDEL75	each	\$26,385.000000		5%	180 days	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Lou Fusz Chevrolet	N	MID SUV	GMC ACADIA	SUV	each	\$26,864.000000		5%	60-90 ARO	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	PUTNAM CHEVROLET INC	N		CHEVROLET	TRAVERSE 1FL	each	\$26,804.000000		10%	105	NO, E10 CAPABLE	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Karl Chevrolet Inc.	N	NONE	CHEVROLET	1NV56	each	\$26,897.500000	Includes Keyless Entry, Carpet, Bluetooth, Back Up Camera, 9 speed transmission 3 year / 36,000 mile bumper to bumper 5 year / 100,000 mile powertrain	1%	75	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Don Brown Chevrolet Inc.	N		CHEVROLET TRAVERSE	1NV56	each	\$26,937.000000		10%	APPROX 80 DAYS FROM RECEIPT OF ORDER	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Lou Fusz Chevrolet	N	**	CHEVROLET TRAVERSE	SUV	each	\$27,298.000000		5%	60-90 ARO	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	WK Chevrolet Inc	N	*	Chevrolet	Traverse	each	\$27,481.000000		8%	90	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Belkoh II dba Behlmann Automotive	N	n/r	Durango SXT	WDEL75	each	\$29,555.000000		n/r	6-8 weeks	Yes	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Lou Fusz Ford	N	a	2020 Ford Explorer	K8B	each	\$29,874.000000		2%	180	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Broadway Ford Truck Sales Inc	N	Accepted	Ford Explorer	k8b	each	\$30,584.000000	This will be a 2020 model. 2019's are balanced out	2%	90	Yes	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Joe Machens Ford Lincoln	N	Explorer Base 4WD 2020	Ford	K8B	each	\$31,085.000000	Carpet flooring. Vinyl flooring not available.	5%	TBD - Call	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Republic Ford	N	Explorer Base-Option A	Ford	K8B	each	\$33,852.000000		5%	120 days	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Shawnee F LLC	N	Explorer 4x4 Base	Ford	K8B	each	\$34,800.000000	2020 Model Carpet Floor	5%	90-120	?	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Don Brown Chevrolet Inc.	N	TAHOE	CHEVROLET TAHOE	CK15706	each	\$38,347.000000		10%	APPROX 80 FROM RECEIPT OF ORDER	Yes	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	PUTNAM CHEVROLET INC	N	*	CHEVROLET	TAHOE 1FL	each	\$38,370.000000		10%	90	Yes	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	Republic Ford	N	Expedition Short Length-Option B	Ford	VIG	each	\$38,845.000000		5%	120 days	No	
New standard equipped 2019 or Newer (Mid Size) AWD/4WD Sport Utility Vehicles	LDG BB	PUTNAM CHEVROLET INC	N		CHEVROLET	TAHOE LS	each	\$39,243.000000		10%	90	Yes	

OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Don Brown Chevrolet Inc.	N	TRAVERSE	CHEVROLET		each	\$0.000000	N/A				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Broadway Ford Truck Sales Inc	Y				each	\$0.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Karl Chevrolet Inc.	N	NONE	CHEVROLET	N/A	each	\$0.000000	NOT AVAILABLE				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Lou Fusz Ford	Y				each	\$0.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Lou Fusz Chevrolet	Y				each	\$0.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Joe Machens Ford Lincoln	Y				each	\$0.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Roberts Chevrolet Buick	N	N/A	Chevrolet	N/A	each	\$0.000000	No delete available				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	WK Chevrolet Inc	Y				each	\$0.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	PUTNAM CHEVROLET INC	N	*	CHEVROLET	TAHOE 1FL	each	\$345.000000	DEDUCT				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Don Brown Chevrolet Inc.	N	TAHOE	CHEVROLET	CK15706	each	\$391.000000	THIS IS A DEDUCT				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Carthage Chrysler Dodge Jeep Ram	N	DEDUCT - Option B only	Dodge	*	each	\$800.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Lou Fusz Ford	N	A	DODGE DURANGO	AMM	each	\$800.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Belkoh II dba Behlmann Automotive	N	n/r	Delete third row seat	AND	each	\$850.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	CAPITOL AUTOMOTIVE INC	N	1	Dodge Durango	DLR	each	\$886.000000	Line 67 is a credit amount				
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	Republic Ford	N	DEDUCT-Option B only	Ford	*	each	\$1,650.000000					
OPTION 1: Delete 3rd row rear bench seat (DEDUCT)	LDG OP1	PUTNAM CHEVROLET INC	N	TAHOE	CHEVROLET	TAHOE LS	each	\$3,100.000000	DEDUCT REAR SEAT DELETE INCLUDES 18" PAINTED ALUMINUM WHEELS, 18" ALL SEASON TIRES, CHROME GRILLE INSERT 3RD ROW SEAT DELETE ISNT AVAILABLE ON THE TRAVERSE.				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Belkoh II dba Behlmann Automotive	Y				each	\$0.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Lou Fusz Ford	N	A	DODGE DURANGO	WDDL75	each	\$750.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Carthage Chrysler Dodge Jeep Ram	N	DEDUCT - Option B	Dodge - Option B	WDDL75	each	\$800.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	CAPITOL AUTOMOTIVE INC	N	1	Dodge Durango	WDDL75	each	\$1,350.000000	Line 68 is a credit amount				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Lou Fusz Ford	N	a	2020 Ford Explorer	K7B	each	\$1,500.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	WK Chevrolet Inc	N	*	na	na	each	\$1,600.000000	Deduct				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Shawnee F LLC	N	4x2 Base	Ford	K7B	each	\$1,700.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Don Brown Chevrolet Inc.	N	TRAVERSE	CHEVROLET	1NV56	each	\$1,739.000000	THIS IS A DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	PUTNAM CHEVROLET INC	N	TAHOE LS	CHEVROLET	TRAVERSE 1FL	each	\$1,750.000000	DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	PUTNAM CHEVROLET INC	N	TRAVERSE 1FL	CHEVROLET	TRAVERSE LS	each	\$1,750.000000	DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Joe Machens Ford Lincoln	N	DEDUCT	Ford	K7B	each	\$1,779.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Carthage Chrysler Dodge Jeep Ram	N	DEDUCT	Option A - Jeep	*	each	\$1,800.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Karl Chevrolet Inc.	N	NONE	CHEVROLET	1NB56	each	\$1,801.000000	DEDUCTION				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Roberts Chevrolet Buick	N	N/A	Chevrolet	1NB56	each	\$1,844.000000	This is a Deduct.				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Republic Ford	N	DEDUCT-Option A only	Ford	K7B	each	\$2,074.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Lou Fusz Chevrolet	N	*	CHEVROLET ACADIA	FWD	each	\$2,199.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Don Brown Chevrolet Inc.	N	TAHOE	CHEVROLET	CK15706	each	\$2,632.000000	THIS IS A DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	PUTNAM CHEVROLET INC	N	TAHOE 1FL	CHEVROLET	TAHOE LS	each	\$2,650.000000	DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	PUTNAM CHEVROLET INC	N	*	CHEVROLET	TAHOE 1FL	each	\$2,650.000000	DEDUCT				
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Republic Ford	N	DEDUCT-Option B only	Ford	VIF	each	\$2,663.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Lou Fusz Chevrolet	N	FWD	GMC	FWD	each	\$4,216.000000					
OPTION 2: 2WD in lieu of 4WD (DEDUCT)	LDG OP2	Broadway Ford Truck Sales Inc	N	Accepted	Ford Explorer	k78	each	\$28,855.000000					

OPTION 3: Alternate Larger Gas Engine	LDG OP3	Don Brown Chevrolet Inc.	N	TAHOE	CHEVROLET	CK15706	each	\$0.000000	STANDARD				Yes	5.3L V8 / 355 HP
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Don Brown Chevrolet Inc.	N	TRAVERSE	CHEVROLET	1NV56	each	\$0.000000	N/A					
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Broadway Ford Truck Sales Inc	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	PUTNAM CHEVROLET INC	Y				each	\$0.000000	N/A ON THE TRAVERSE OR THE TAHOE					
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Karl Chevrolet Inc.	N	NONE	N/A	N/A	each	\$0.000000	NOT AVAILABLE				N/A	N/A
OPTION 3: Alternate Larger Gas Engine	LDG OP3	CAPITOL AUTOMOTIVE INC	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Lou Fusz Ford	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Joe Machens Ford Lincoln	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Roberts Chevrolet Buick	Y				each	\$0.000000	N/A					
OPTION 3: Alternate Larger Gas Engine	LDG OP3	WK Chevrolet Inc.	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Carthage Chrysler Dodge Jeep Ram	Y				each	\$0.000000						
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Republic Ford	N	*	Ford-Option A only	*	each	\$850.000000					No	2.3L EcoBoost
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Lou Fusz Ford	N	A	Explorer	99H	each	\$895.000000					No	2.3L EcoBoost / 280
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Lou Fusz Chevrolet	N	V6	GMC	V6	each	\$996.000000					No	3.6 /330
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Lou Fusz Chevrolet	N	**	CHEVROLET ACADIA	V6	each	\$996.000000					No	3.6 /330
OPTION 3: Alternate Larger Gas Engine	LDG OP3	Belkoh II dba Behlmann Automotive	N	n/r	Durango SXT RWD	WDDL75	each	\$2,800.000000					Yes	3.6 Liter V-6/300
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Don Brown Chevrolet Inc.	N	TAHOE	CHEVROLET	CK15706	each	\$48.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Don Brown Chevrolet Inc.	N	TRAVERSE	CHEVROLET	1NV56	each	\$110.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	WK Chevrolet Inc	N	*	na	na	each	\$122.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Lou Fusz Chevrolet	N	**	CHEVROLET ACADIA	KEYS	each	\$168.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Lou Fusz Chevrolet	N	EXTRA KEYS	GMC	KEYS	each	\$168.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	PUTNAM CHEVROLET INC	N	TAHOE LS	CHEVROLET	TRAVERSE 1FL	each	\$220.000000	KEY CUT AND PROGRAMMED					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	PUTNAM CHEVROLET INC	N	TRAVERSE 1FL	CHEVROLET	TRAVERSE 1LS	each	\$220.000000	KEY AND FOB CUT AND PROGRAMMED					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	PUTNAM CHEVROLET INC	N	*	CHEVROLET	TAHOE 1FL	each	\$240.000000	KEY CUT AND PROGRAMMED					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	PUTNAM CHEVROLET INC	N	TAHOE 1FL	CHEVROLET	TAHOE LS	each	\$240.000000	KEY AND FOB CUT AND PROGRAMMED					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Roberts Chevrolet Buick	N	N/A	Chevrolet	Dealer	each	\$248.000000	FOB & Door key with programming.					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Karl Chevrolet Inc.	N	NONE	CHEVROLET	DI	each	\$250.000000	ADDITIONAL 2 KEYS					
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Republic Ford	N	Options A and B	Ford	*	each	\$250.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Shawnee F LLC	N	Key	Ford	DI	each	\$250.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Belkoh II dba Behlmann Automotive	N	n/r	mopar parts	tbd	each	\$285.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Broadway Ford Truck Sales Inc	N	Accepted	Ford	NA	each	\$300.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	CAPITOL AUTOMOTIVE INC	N	1	Dodge	DLR	each	\$350.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Joe Machens Ford Lincoln	N	*	Ford	PTS	each	\$350.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Carthage Chrysler Dodge Jeep Ram	N	Option A and B	Jeep and Dodge	extra key	each	\$350.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Lou Fusz Ford	N	a	Ford	k	each	\$495.000000						
OPTION 4: Additional set of Keys (Ignition and door locks)	LDG OP4	Lou Fusz Ford	N	A	DURANGO	K	each	\$595.000000						

	Belkoh II dba Behlmann Automotive	Blue Springs Ford	Broadway Ford Truck Sales Inc	CAPITOL AUTOMOTIVE INC	Carthage Chrysler Dodge Jeep Ram	Don Brown Chevrolet Inc.	Joe Machens Ford Lincoln
1.What is the 1st Renewal Period Maximum Percentage Increase?	Best call; 2-3%?	3%	10	3%	TBD - Due to threat of Tariff	6%	10%
2.What is the 2nd Renewal Period Maximum Percentage Increase?	Same?	3%	10	3%	TBD - Due to threat of Tariff	6%	10%
1.Identify any additional fees when payment is issued using the state-purchasing card. If there are no fees, enter \$0.00 in the required response field.	\$0.00	Pay with Wire Transfer	Not enough information to answer	N/a	5%	N/A	N/A PCard not accepted.
1.List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1.List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	n/a	N/A	N/A	N/A	N/A	N/A	N/A
1.For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	Item no. J. assembled in Turkey and shipped to Baltimore, MD for final assembly. Item I. Assembled in Windsor, ON- Via NAFTA Treaty!	N/A	N/A	N/A	Dodge Charger - Canada	100%	#78 Transit Connect - built in Valencia, Spain #81 - A&B same #87 A&B #90 Fusion - built in Mexico (treaty = NAFTA)
1.Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.If your price varies throughout the state because of different delivery destinations, please indicate the price FOB nearest point.	FOB: Troy, MO Zip Code 63379	Blue Springs, MO 64015	0-\$500 depending on the location but all prices in this bid include shipping no matter where in the state	\$1.50 Per mile FOB Jefferson City MO. 65109	FOB Carthage, Missouri	2244 S. Kingshighway St. Louis, Mo 63110	\$1.50/mile round trip

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contracts 119/2018 to purchase Gasoline and Diesel Fuel with primary and secondary providers of MFA Oil Company and Petroleum Traders Corporation.

The terms of the cooperative contracts are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 12th day of March 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parly
Fred J. Parly
District I Commissioner

Janet M. Thompson
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, CPPPO, CPPB
DATE: February 26, 2019
RE: Cooperative Contract: 119/2018 – Gasoline and Diesel Fuel

Road and Bridge requests permission to utilize the City of Columbia, Missouri cooperative contracts *119/2018* to purchase Gasoline and Diesel Fuel. Recommendation for award is by line item, low bid with Primary and Secondary providers of MFA Oil Company and Petroleum Traders Corporation. Contracts are in effect through February 28, 2020 and have four, one-year renewals.

Invoices from the Term and Supply contracts will be paid from department 2040 – RB-Maintenance Operations, account 59000 – Motor Fuel / Gasoline. \$359,576 remains in the account at this time.

Award low bid by line item as follows:

MFA Oil Company - Primary Supplier:

<u>Line #</u>	<u>Description</u>	<u>\$ per gallon</u>
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.1590
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.1590
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
8	No. 2 ULS Red Distillate TANK TRUCK LOAD	\$0.1590
9	No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
11	Unleaded Gasoline TANK TRUCK LOAD	\$0.1590
12	Unleaded Gasoline LESS THAN TANK TRUCK LOAD	\$0.1890
14	Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD	\$0.1590
15	Unleaded Gasoline Containing 10% Ethanol LESS THAN TRUCK TANK LOAD	\$0.1890
16	Additive	\$0.0300

17 Bio Diesel \$0.01/percentage of bio

MFA Oil Company - Secondary Supplier:

<u>Line #</u>	<u>Description</u>	<u>\$ per gallon</u>
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0479
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0479
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0479
10	Unleaded Gasoline TRANSPORT LOAD	\$0.0479
13	Unleaded Gasoline Containing 10% Ethanol TRASPORT LOAD	\$0.0479

Petroleum Traders Corporation - Primary Supplier:

<u>Line #</u>	<u>Description</u>	<u>\$ per gallon</u>
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0103
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0103
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0100
10	Unleaded Gasoline TRANSPORT LOAD	- \$0.0292
13	Unleaded Gasoline Containing 10% Ethanol TRASPORT LOAD	\$0.0112
16	Additive	\$0.0150
17	Bio Diesel	Bio - \$0.0350 B5 - \$0.0500 B10 - \$0.0750 B20 - \$0.1250

Petroleum Traders Corporation - Secondary Supplier:

<u>Line #</u>	<u>Description</u>	<u>\$ per gallon</u>
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.2148
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.2148
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832
8	No. 2 ULS Red Distillate TANK TRUCK LOAD	\$0.2145
9	No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD	\$0.3045
11	Unleaded Gasoline TANK TRUCK LOAD	\$0.1648
12	Unleaded Gasoline LESS THAN TANK TRUCK LOAD	\$0.2770
14	Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD	\$0.2052
15	Unleaded Gasoline Containing 10% Ethanol LESS THAN TRUCK TANK LOAD	\$0.2415

cc: Greg Edington, R&B
Contract File

**PURCHASE AGREEMENT
FOR
GASOLINE AND DIESEL FUEL TERM AND SUPPLY**

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Oil Company** 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 agreement for Gasoline and Diesel Fuel Term and Supply, City of Columbia, Missouri *Request for Quotation* for Gasoline and Diesel Fuel Term and Supply, bid number **119/2018**, addendums #1 and #2, Boone County Terms and Conditions, as well as the Contractor response completed and signed on December 14, 2018 by Bill Marshall. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the terms, conditions, provisions and requirements contained in the bid specifications for the term and supply contract and Boone County Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with gasoline and diesel fuel when and as required by County; purchases shall be made on the basis of daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase set forth in the Contractor's bid response. Contractor further agrees to provide the tanks, stands and those tanks with containment units at the County's remote sites.

Primary Contractor: MFA Oil Company is the **Primary Supplier** for the following:

Line #	Description	\$ per gallon
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.1590
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.1590
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
8	No. 2 ULS Red Distillate TANK TRUCK LOAD	\$0.1590
9	No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
11	Unleaded Gasoline TANK TRUCK LOAD	\$0.1590
12	Unleaded Gasoline LESS THAN TANK TRUCK LOAD	\$0.1890
14	Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD	\$0.1590
15	Unleaded Gasoline Containing 10% Ethanol LESS THAN TRUCK TANK LOAD	\$0.1890
16	Additive	\$0.0300
17	Bio Diesel	\$0.01/percentage of bio

Secondary Contractor: MFA Oil Company is the **Secondary Supplier** for the following:

Line #	Description	\$ per gallon
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0479
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0479
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0479
10	Unleaded Gasoline TRANSPORT LOAD	\$0.0479
13	Unleaded Gasoline Containing 10% Ethanol TRASPORT LOAD	\$0.0479

3. **Delivery** - Contractor agrees to deliver within twenty-four (24) hours after receiving written notice from the County and in accordance with the bidding specifications and Contractor's bid response.
4. **Billing and Payment** - All billing shall be invoiced to Boone County Road and Bridge, 5551 Tom Bass Road, Columbia, MO 65201 and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all uncontested invoices within thirty (30) days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The contract period shall begin on **March 1, 2019 and extend through February 28, 2020**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

MFA OIL COMPANY

BOONE COUNTY, MISSOURI

DocuSigned by:
by Bill Marshall
65425F87B8884C3...
title Director of Business Development

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charles J. Duffner
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
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) incurred by 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.)

DocuSigned by: <u>Dave Reedford by jj</u>	3/4/2019	2040 / 59000 Term/Supply
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

CITY OF COLUMBIA
CONTRACT DOCUMENTS

119/2018

GASOLINE & DIESEL FUEL



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

MFA OIL COMPANY

SOPHIE HEIDENREICH
PROCUREMENT OFFICER
(573) 874-7687

**TERM & SUPPLY CONTRACT FOR
SUPPLY OF GASOLINE AND DIESEL FUEL**

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and MFA OIL COMPANY (hereinafter "Contractor"), a COOPERATIVE with the authority to transact business within the State of Missouri and whose address is 1 Ray Young Drive, Columbia, Missouri 65201 and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for a contractor to provide gasoline and diesel fuel to multiple City locations, as needed and as requested;

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

WHEREAS, City wishes to purchase, and Contractor wishes to provide gasoline and diesel fuel to multiple City locations on a term and supply basis pursuant to the terms and conditions set forth herein.

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

1. DEFINITIONS

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean the provision and delivery of gasoline and diesel fuel to multiple City locations as needed and as requested, the details of which are more fully described in the City's Request for Quotation, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response dated 12/11/2018, attached hereto as **Exhibit B** and made a part of this Agreement.

2. CONTRACTOR RESPONSIBILITIES

2.1. Provision of Services. Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.

2.2. **Pricing.** The prices for Services will be set by the Contractor's Pricing Guide in **Exhibit C**.

2.3. **Billing & Receipts.**

(a) *Billing.* Contractor will invoice the City in writing for all Services rendered on each Purchase Order, no later than thirty (30) days after Services were completed for that Purchase Order, and at prices consistent with the Contractor Pricing Guide, in **Exhibit C**, that were in effect at the time Services are rendered.

(b) *Payment Receipts.* Once invoices have been paid for Services, Contractor shall provide City with "duplicates" of those paid invoices, date stamped "paid" and with the off-road statement signed by the Contractor's agent. City will forward these receipts to its Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, MO 6520, so City can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use.

(c) *Fuel Delivery Receipts.* Contractor shall use delivery receipts for fuel that show the appropriate purchase order number authorizing the delivery. All fuel delivery receipts must be signed by a City employee.

2.4. **Test Reports.** Contractor agrees to provide certified laboratory tests for each fuel product, as requested by City in writing. If City requests a lab test to be performed, then Contractor will perform the test and may invoice the City for the costs of the tests consistent with the prices provided in Contractor's Response in **Exhibit B**.

2.5. **Workmanship & Warranty.**

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

(b) *Warranty on Quality.* Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition; (2) fuel shall conform to the specifications in the Contract Documents; and, (3) fuel delivered shall match the fuel specified in the purchase order. City shall not be required to pay, or shall be reimbursed by Contractor if already paid, for fuel that does not meet the warranty provided for in this Agreement. Further, Contractor

agrees to remove such fuel at no cost to the City and Contractor will be liable for any damage caused by non-conforming fuel.

- 2.6. **Delivery.** Delivery shall be made within twenty-four (24) hours after Contractor receives a written purchase order from the City. Contractor shall provide a contact person and phone number through whom deliveries will be made. Contractor shall also provide a contact person who can be reached twenty-four (24) hours per day, seven (7) days per week during an emergency. In case of emergencies, fuel must be delivered by no later than six (6) hours after notification by City to Contractor.
- 2.7. **Quantities/Locations.** Contractor shall refer to Exhibit A for information regarding the delivery locations covered by this contract. Also shown in Exhibit A is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and City reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of five hundred (500) gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the City. The Contractor shall be responsible for furnishing tanks of five hundred (500) gallons or less for City's use, if not user owned, **at no additional cost.**

3. CITY RESPONSIBILITIES

- 3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- 3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.
- 3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track

of the Services under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded and thus provide City with an opportunity to determine whether City wishes to increase the amount of the purchase order.

4. TERM AND TERMINATION

- 4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to renewal for successive one (1) year terms based upon agreement by both parties as to pricing and past service. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
- 4.3. **Termination for Convenience.** City may terminate this Agreement, in whole or in part, at any time by written notice to Contractor when it is in City's best interest. This termination goes into effect upon Contractor's receipt of written notice.

5. INSURANCE

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

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

- (b) Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (c) Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- (d) Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- (e) The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- (f) The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- (g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain

coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

6. MISCELLANEOUS

- 6.1. **Federal Transit Administration Terms.** This Agreement shall be governed by the requirements established by the Federal Transit Administration Terms attached hereto and fully incorporated herein as **Exhibit D.**
- 6.2. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 6.3. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.4. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.5. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a

condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 6.6. **General Laws.** Contractor shall comply with all other federal, state and local laws, rules, regulations and ordinances.
- 6.7. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

MFA OIL COMPANY
ATTN: BILL MARSHALL
P.O Box 519
Columbia, MO 65205-1519
B.Marshall@mfaoil.com

With a Copy To:

City of Columbia, MO
Public Works
ATTN: Fleet Manager
P.O. Box 6015
Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.8. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer,

property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

- 6.9. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.10. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Quotation
- B Contractor's Response
- C Contractor Pricing Guide
- D Federal Transit Administration Terms

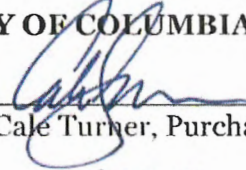
In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in any Contract Documents

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

[SIGNATURES ON FOLLOWING PAGE]

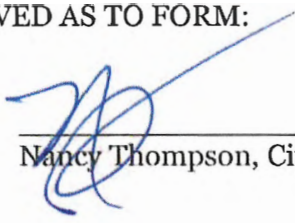
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

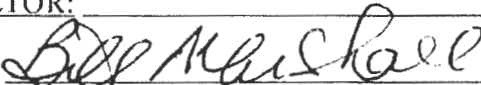
BY: 
Cale Turner, Purchasing Agent

DATE: 2-22-19

APPROVED AS TO FORM:

By:  qc
Nancy Thompson, City Counselor/jc

CONTRACTOR: MFA OIL COMPANY

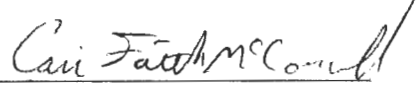
BY: 

PRINTED NAME: Bill Marshall

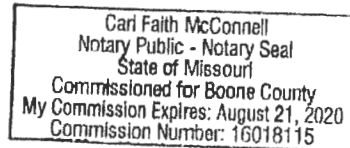
TITLE: Director of Bus Development

DATE: 2-14-19

ATTEST:

BY: 

TITLE: Sr Administrative



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

CITY OF COLUMBIA, MISSOURI

BY: Janet Frazier
Janet Frazier, Interim Director of Finance

DATE: 2/19/19

EXHIBIT C
CONTRACTOR PRICING GUIDE

CONTRACTOR PRICING GUIDEMFA OIL COMPANY IS THE **PRIMARY** VENDOR FOR THE FOLLOWING LINE ITEMS:

LINE ITEM	DESCRIPTION	PRICE (per gallon)
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.1590
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.1590
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
8	No. 2 ULS Red Distillate TANK TRUCK LOAD	\$0.1590
9	No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD	\$0.1890
11	Unleaded Gasoline TANK TRUCK LOAD	\$0.1590
12	Unleaded Gasoline LESS THAN TANK TRUCK LOAD	\$0.1890
14	Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD	\$0.1590
15	Unleaded Gasoline Containing 10% Ethanol LESS THAN TANK TRUCK LOAD	\$0.1890
16	Additive	\$0.0300
17	Bio Diesel	\$0.01 per percentage of bio

MFA OIL COMPANY IS THE **SECONDARY** VENDOR FOR THE FOLLOWING LINE ITEMS:

LINE ITEM	DESCRIPTION	PRICE (per gallon)
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0479
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0479
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0479
10	Unleaded Gasoline TRANSPORT LOAD	\$0.0479
13	Unleaded Gasoline Containing 10% Ethanol TRANSPORT LOAD	\$0.0479

EXHIBIT A
CITY'S REQUEST FOR QUOTATION

REQUEST FOR QUOTATION
119/2018 – GASOLINE AND DIESEL FUEL
FOR THE
CITY OF COLUMBIA, MISSOURI



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

MIKE GUILFORD
FLEET MANAGER
PUBLIC WORKS

MICHELE NIX
DIRECTOR OF FINANCE

SOPHIE HEIDENREICH
PROCUREMENT OFFICER
(573) 874-7687

Request For Quotation No. 119/2018
Closing Date: 2:00 p.m. CST, Tuesday, October 30th, 2018

1. INTRODUCTION

1.1 PURPOSE

The City of Columbia seeks bids from qualified bidders to provide gasoline and diesel fuel to multiple City locations, and other members of this cooperative contract, as needed and as requested.

2. GENERAL REQUIREMENTS

2.1 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
9/24/2018	Close of written Requests for Additional Information
9/28/2018	Written responses to Requests for Additional Information sent to all
10/30/2018	Request for Quotation is due by 2:00 p.m. CST
1/1/2019	Contract effective date
The above dates are target dates and may change.	

2.2 TERM

The City of Columbia desires to enter into a one year contract with four (4) one year renewal options. Each option is exercisable at the sole discretion of the City of Columbia and other Cooperative members.

2.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Melissa Pasley, Senior Procurement Officer, Purchasing Division
 Phone: (573) 817-5005
 E-mail: Melissa.Pasley@CoMo.Gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An addendum to this RFQ providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. September 24th, 2018.

This written Request for Additional Information will take place of the normal pre-proposal conference.

2.4 PAYMENT TERMS

Bidder shall indicate payment terms.

2.5 TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the following:

- Missouri Road Tax (currently 17 cents)
- Federal Oil Spill Tax (currently 0.00214 cents)
- Federal LUST Fee (currently 0.0010 cents)
- Missouri State Agriculture Ins (currently 0.0007 cents)
- Missouri State Transportation Load (currently 0.0025 cents)

2.6 CONTRACT ADMINISTRATION CONTACT

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

2.7 TEST REPORTS

The Contractor shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

2.8 COOPERATIVE CONTRACT

Cooperative members include:

City of Columbia, 701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Heidenreich, Procurement Officer
573-874-7687, Sophie.Heidenreich@CoMo.Gov

Boone County, 601 E. Walnut, Columbia, MO 65201
Contact: Melinda Bobbitt, Purchasing Director
573-886-4391, MBobbitt@BooneCountyMO.org

Columbia School District, 6006 W. Van Horn Tavern Rd., Columbia, MO 65203
Contact: Dana Reynolds, Purchasing Agent
573-214-3770, DReynolds@cpsk12.org

2.9 SAMPLE CONTRACT

Bidder must refer to Attachment A, Sample Contract for additional terms and conditions.

3. SCOPE OF WORK

Firm shall provide gasoline and diesel fuel to the City of Columbia, and other members of the Cooperative, as needed and as requested.

3.1 QUANTITIES/LOCATIONS

Bidder shall refer to Exhibit C for information regarding the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. The Contractor shall be responsible for furnishing tanks of 500 gallons or less for the Cooperative's use, if not user owned, **at no additional cost.**

4. BIDDER INSTRUCTIONS / EVALUATION AND AWARD

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

All bids shall be quoted FOB Destination, **to include delivery charges to destination points as listed herein.**

It is the Bidder's sole responsibility to provide all information requested in the bid document. Failure to provide all requested information may be cause for rejection of bid.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia and other participating agencies.

The bidder shall provide a current W-9 using any of the following methods: by uploading and attaching to bid response; by emailing the W-9 to the buyer named on the cover page of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65205.

The City's Purchasing Agent may, at any time, by written order, make changes within the general scope of this contract in a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place

of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

PRICING PAGE

To furnish all labor, materials, and services necessary to complete the work described in this bid document, state firm fixed unit pricing for the items in the following table. Delivery shall be included in the price stated below. Pricing shall be quoted a firm price markup over daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri. All bids shall be net before taxes (Federal, State, or City).

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE (per gross gallon)
1	No. 2 Ultra Low Sulfur Distillate Transport load, minimum 7,000 gallons	1	
2	No. 2 ULS Distillate Tank truck load, minimum 1500 gallons	1	
3	No. 2 ULS Distillate Less than tank truck load	1	
4	No. 1 ULS Distillate Transport load, minimum 7,000 gallons	1	
5	No. 1 ULS Distillate Tank truck load, 1,500 gallons	1	
6	No. 1 ULS Distillate Less than tank truck load	1	
7	No. 2 ULS <u>RED</u> Distillate Transport load, 7,000 gallons	1	
8	No. 2 ULS <u>RED</u> Distillate Tank truck load, 1,500 gallons	1	

9	No. 2 ULS <u>RED</u> Distillate Less than tank truck load	1	
10	Unleaded gasoline Transport load, minimum 7,000 gallons	1	
11	Unleaded gasoline Tank truck load, minimum 1,500 gallons	1	
12	Unleaded gasoline Less than tank truck load	1	
13	Unleaded gasoline containing 10% Ethanol Transport load, minimum 7,000 gallons	1	
14	Unleaded gasoline containing 10% Ethanol Tank truck load, minimum 1,500 gallons	1	
15	Unleaded gasoline containing 10% Ethanol Less than tank truck load	1	
16	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.) State product name for additive quoted: _____	1	
17	<p>BIO DIESEL: Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate Fuel product markup price and include as an attachment to this pricing section in your bid response.</p> <p>The City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery.</p> <p>_____</p> <p>_____</p> <p>_____</p>		

	<hr/>
18	<p>Bidders shall describe their policy for credit on contaminated fuel deliveries. (i.e. if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?)</p> <hr/> <hr/> <hr/> <hr/>
19	<p>The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders shall indicate whether they are able to provide this option and if so, include as an attachment to their bid response explaining in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative, any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.</p>

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia. 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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

BIDDERS SIGNATURE:

FIRM: _____

INDIVIDUAL: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

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

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

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

EXHIBIT C
ESTIMATED ANNUAL FUEL USAGE

CITY OF COLUMBIA

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEADED
Grissum Building 1313 Lakeview Ave	BG AG	Diesel (2) 10,000 Unleaded (1) 10,000 All city owned	Y	Electric	N	500,000	235,000
Power Plant 1501 Bus Loop 70E	AG	Diesel (1) 1,000 Generators at least twice per year	Y	Electric	N	6,000	
Wastewater Plant 4900 W. Gillespie	BG BG	Diesel (1) 5,929 Unleaded - 460 Gallons (All City Owned)	MONITORING	All Electric	N	40,000	14,000
Airport 11381 S. Airport Dr.	6,000 BG All others AG	Diesel (1) 6,000 (2) 1,000 (1) 300 Unleaded (1) 1,000 (All City Owned)	ALL YES	All Electric	N	11,318	1,926
Landfill 5700 Peabody Rd.	AG	Diesel (1) 12,000 Unleaded (1) 2,000 (All City owned)	Y	Electric	N	150,000	4,000
Parks and Recreation 1507 Bus Loop 70W	AG	Diesel (1) 2,000 Unleaded (1) 2,000 (City Owned) Premium (1) 300 (vendor supplied)	Y Y Y	Electric Electric Gravity	N N Y	18,000	30,000
L.A. Nickell Golf Course 1900 Parkside Dr.	AG	Diesel (off road red dye) (1) 560 Unleaded (1) 560 (Vendor supplied)	Y	Electric	N	3,000	3,000
Lake of Woods Golf Course 6700 St. Charles	AG	Diesel (off road red dye) (1) 500 Unleaded (1) 560 (Vendor Supplied)	Y	Electric	N	2,500	3,000
CITY TOTAL						730,818	290,926

BOONE COUNTY

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEADED
Road and Bridge Dept. 5551 S Tom Bass Rd., Columbia, MO 65201	BG	Unleaded - 6,000 Gallons Diesel - 12,000 Gallons				75,000	22,000 (10% Ethanol)
Road and Bridge Dept. - 5551 S Tom Bass Rd., Columbia, MO 65201	AG (No ethanol premium)	560 Gallons	Y	Gravity	Y		1,200
Hallsville Facility - 780 E Hwy 124, Hallsville, MO 65255		Unleaded - 3,000 Gallons Diesel - 12,000 Gallons	N	Electric	N	12,000	6,000 (10% Ethanol)
Wren - 14351 Route DD, Ashland, MO 65010	AG	300 Gallons	Y	Gravity	Y	6,000	
Ashland City Maintenance Facility - 500 Commerce Drive, Ashland, MO 6501	AG	560 Gallons	Y	Gravity	N	10,000	
Oakland Gravel Facility - 5501 AG Oakland Gravel Rd., Columbia, MO 65202	AG	560 Gallons	Y	Electric	N	10,000	
Sheriff Dept. - 2124 County Drive, Columbia, MO	BG						100,000 (10% Ethanol)
Emergency Communications Center, 2145 County Drive, Columbia, MO	Generator Tanks					1,000	
COUNTY TOTAL:		34,980				114,000	129,200

COLUMBIA PUBLIC SCHOOLS

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn, 3511 Route PP			Diesel: 20,000 gallon tank
Facilities & Construction Services, 5909 Paris Rd.			Diesel: 560 Gallon tank; Unleaded: 850 Gallon tank; Unleaded: 1,700 Gallon tank
TOTALS:	500,000	50,000	

**TERM & SUPPLY CONTRACT FOR
SUPPLY OF GASOLINE AND DIESEL FUEL**

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

WITNESSETH:

WHEREAS, City has need for a contractor to provide gasoline and diesel fuel to multiple City locations, as needed and as requested;

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

WHEREAS, City wishes to purchase, and Contractor wishes to provide gasoline and diesel fuel to multiple City locations on a term and supply basis pursuant to the terms and conditions set forth herein;

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

1. DEFINITIONS

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean the provision and delivery of gasoline and diesel fuel to multiple City locations as needed and as requested, the details of which are more fully described in the City's Request for Quotation, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response dated _____ attached hereto as **Exhibit B** and made a part of this Agreement.

2. CONTRACTOR RESPONSIBILITIES

2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.

2.2. **Pricing.** The prices for Services will be set by the Contractor's Pricing Guide in **Exhibit C**.

2.3. **Billing & Receipts.**

(a) *Billing.* Contractor will invoice the City in writing for all Services rendered on each Purchase Order, no later than thirty (30) days after Services were completed for that Purchase Order, and at prices consistent with the Contractor Pricing Guide, in **Exhibit C**, that were in effect at the time Services are rendered.

(b) *Payment Receipts.* Once invoices have been paid for Services, Contractor shall provide City with "duplicates" of those paid invoices, date stamped "paid" and with the off-road statement signed by the Contractor's agent. City will forward these receipts to its Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, MO 6520, so City can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use.

(c) *Fuel Delivery Receipts.* Contractor shall use delivery receipts for fuel that show the appropriate purchase order number authorizing the delivery. All fuel delivery receipts must be signed by a City employee.

2.4. **Test Reports.** Contractor agrees to provide certified laboratory tests for each fuel product, as requested by City in writing. If City requests a lab test to be performed, then Contractor will perform the test and may invoice the City for the costs of the tests consistent with the prices provided in Contractor's Response in **Exhibit B**.

2.5. **Workmanship & Warranty.**

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

(b) *Warranty on Quality.* Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition; (2) fuel shall conform to the specifications in the Contract Documents; and, (3) fuel delivered shall match the fuel specified in the purchase order. City shall not be required to pay, or shall be reimbursed by Contractor if already paid, for fuel that does not meet the warranty provided for in this Agreement. Further, Contractor

agrees to remove such fuel at no cost to the City and Contractor will be liable for any damage caused by non-conforming fuel.

2.6. **Delivery.** Delivery shall be made within twenty-four (24) hours after Contractor receives a written purchase order from the City. Contractor shall provide a contact person and phone number through whom deliveries will be made. Contractor shall also provide a contact person who can be reached twenty-four (24) hours per day, seven (7) days per week during an emergency. In case of emergencies, fuel must be delivered by no later than six (6) hours after notification by City to Contractor.

2.7. **Quantities/Locations.** Contractor shall refer to Exhibit A for information regarding the delivery locations covered by this contract. Also shown in Exhibit A is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and City reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of five hundred (500) gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the City. The Contractor shall be responsible for furnishing tanks of five hundred (500) gallons or less for City's use, if not otherwise owned at no additional expense.

3. CITY RESPONSIBILITIES

SAMPLE

3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.

3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.

3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track

of the Services under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded and thus provide City with an opportunity to determine whether City wishes to increase the amount of the purchase order.

4. TERM AND TERMINATION

4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to renewal for successive one (1) year terms based upon agreement by both parties as to pricing and past service. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.

4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination shall be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

4.3. **Termination for Convenience.** City may terminate this Agreement, in whole or in part, at any time by written notice to Contractor when it is in City's best interest. This termination goes into effect upon Contractor's receipt of written notice.

5. INSURANCE

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

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

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

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

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

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

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

(g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain

coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

6. MISCELLANEOUS

- 6.1. **Federal Transit Administration Terms.** This Agreement shall be governed by the requirements established by the Federal Transit Administration Terms attached hereto and fully incorporated herein as **Exhibit D.**
- 6.2. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone performing but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services of whom he directly or indirectly employed by Contractor or by any subcontractor or anyone for whose act Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 6.3. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.4. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.5. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a

condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 6.6. **General Laws.** Contractor shall comply with all other federal, state and local laws, rules, regulations and ordinances.
- 6.7. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY: **SAMPLE** IF TO CONTRACTOR:

City of Columbia, MO
 Finance Department
 ATTN: Purchasing Agent
 P.O. Box 6015
 Columbia, MO 65205 - 6015

With a Copy To:

City of Columbia, MO
 Public Works
 ATTN: Fleet Manager
 P.O. Box 6015
 Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.8. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer,

property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

- 6.9. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.10. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Quotation
- B Contractor's Response
- C Contractor Pricing Guide
- D Federal Transit Administration Terms

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in any Contract Documents

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Cale Turner, Purchasing Agent

DATE: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/jc

SAMPLE

CONTRACTOR: _____
BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA current version – example (23 dated October 2016) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be

made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. TERMINATION

(1) Termination for Convenience (General Provision): City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

(2) Termination for Default [Breach of Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(4) Opportunity to Cure (General Provision): City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

If it is further the policy of City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City' Disadvantaged Business Enterprise program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of the contract to indicate compliance with City' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City and will be submitted to City upon request.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration

regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

SAMPLE
iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Campuchia), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Singapore, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

8. ENVIRONMENTAL REQUIREMENTS

Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water

Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the City. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. *Environmental Protection.* Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulation "Environmental Impact and Related Procedures," 23 C.F.R. Part 171; and 49 U.S.C. Part 5324.

B. Air Quality

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.



b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

c. For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands. Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects Contractor agrees that if the project should cause adverse environmental effects, Contractor will take all reasonable steps to

minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

9. ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions.
(If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

10. CLEAN AIR

SAMPLE

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to City of Columbia if it learns that a person involved in a covered transaction has been excluded. City of Columbia must then provide written notice to the Federal Transit Administration.

12. BREACHES AND DISPUTE RESOLUTION

See City's contract terms.

13. RIGHT OF PROTEST

1. General: A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within five (5) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement. Contractor agrees to follow protest procedures.

- a. FTA will only review protests regarding the alleged failure of the City to have a written protest procedure or an alleged failure of the City to follow the procedure.
- b. The time for filing a protest with FTA is not later than five (5) days after a final decision is rendered under the City's protest procedure.
- c. The City shall not award a contract for five (5) days following its decision on a bid protest involving a contract funded by FTA. After the five (5) days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.

2. Subject of Protest: Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

3. Form: The written protest shall include, at a minimum, the following:

- a. The name and address of the protester,
- b. Appropriate identification of the procurement,
- c. A statement of the reasons for the protest, and

- d. Any available exhibits, evidence or documents substantiating the protest.
4. Form to FTA: Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the City. The protest filed with FTA shall:
- a. Include the name and address of the protester,
 - b. Identify the Grantee (City of Columbia), project number, and the number of the contract solicitation,
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible, and
 - d. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.
5. Decision: The Purchasing Agent shall provide a written determination to the protester within five (5) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.
6. Stay of Purchase Decision: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with the award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

An additional five (5) days following the City's decision on a protest is required by FTA. A complete copy of the FTA's "Bid Protest" procedures is available by contacting:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

7. Other Remedies: Contractors may seek remedy in Missouri state courts if they desire to do so.

14. BONDING REQUIREMENTS

For bonding requirements, refer to City' bonding requirements for bid guaranty and performance bond, including the required performance bond form, found in the contract bid documents or main terms of the contract.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 – including current revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

16. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance and/or submit evidence of subcontractor's compliance, at all tiers.

17. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly

and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

18. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s) work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with Section 34.57 of the Revised Statutes of the State of Missouri regarding prompt payment, to the extent applicable. It is the responsibility of the subcontractors to notify City' DBE Liaison Officer (Crowther 417-861-8333) if prime contractor noncompliance with the above prompt payment provision. Upon receipt of such notification, City will investigate and take appropriate action. Such investigation may include meeting with both the prime contractor and the subcontractor.

SAMPLE

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, City may, at its sole discretion, take any or all of the following actions:

1. Assess of liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or
3. Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or
4. Any other action authorized for enforcement of provisions of this agreement.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Columbia Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SUBSTANCE ABUSE

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Missouri or City of Columbia Missouri, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and to review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before the contract is awarded and to submit the Management Information System (MIS) reports before contract award to the City project manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before award a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt an approved Policy Statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

21. VETERANS PREFERENCE

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party

contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. PROHIBITED INTERESTS

No member, officer, or employee of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

23. EMPLOYEE PROTECTION

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, Contractor shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

24. PRIVACY ACT REQUIREMENTS

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

RFQ: 119/2018
Gasoline and Diesel Fuel
Addendum No.1
Released: 11/19/18



CITY OF COLUMBIA, MISSOURI

**FINANCE DEPARTMENT
PURCHASING DIVISION**

NOTICE TO BIDDERS ADDENDUM #1 RFQ: 119/2018 Gasoline and Diesel Fuel

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

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

- 1.) Section 2.8 of the RFQ has been updated with corrected information for Boone County.
- 2.) Exhibit C, quantities for Boone County have been updated.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

**NOTICE TO BIDDERS
ADDENDUM #2
RFQ #119/2018
GASOLINE AND DIESEL FUEL**

Bidders shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid response.

The following information shall be referred to as part of the bid response/Contract Documents.

The following questions have been submitted to the City of Columbia regarding this bid. The answers are noted below.

No.	Question	Answer
1	What is the DBE goal for this bid?	0
2	Is a bid bond or a performance bond required for this contract?	No, it is not.
3	Will the opening be public? What will be read aloud at the opening?	Yes, the bid opening will be public. The prices on each line item will be read at the opening.
4	Have any addendums been released?	Addendum #1 has been released and this is Addendum #2.
5	When is the anticipated award date?	To be determined. Ideally, before the end of December 2018.
6	When is the first board meeting after the bid opening?	Unknown if there will be a physical meeting of a committee or board.
7	Will a decision be made at the board meeting or sometime before then?	Refer to question #6.
8	Will you split loads between different locations on 1 truck?	We do not split truck loads between locations.
9	Will you combine loads of gas and diesel to one location on the same truck?	We do split fuel types on a single load, if the volume requires us to do so.
10	A FOIA request was sent to you, when will we be receiving this information?	This information has been sent.
11	For the locations at the Wastewater Plant, Public Works, and Sheriff's Office (all 6,000 gal tanks) could you please confirm if they could hold a large 18 wheeler transport truck or do these tanks need to be delivered with a smaller jobber truck?	No, 7,000 gallons is minimum for transport for the referenced City locations. The Sheriff's Department will need serviced with a Tankwagon truck due to limited space

		that will not accommodate a Transport Truck. The other areas on the County section of the bid are serviced by a Tankwagon.
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The following changes/corrections have been made to the bid document:

- Usage amounts for Grissum is 272,000 gallons of unleaded and 363,000 gallons of diesel.
- The airport has the following tanks:
 - Diesel
 - (1) 5,000 Gallon
 - (2) 1,000 Gallon
 - (1) 300 Gallon
 - Unleaded
 - (1) 1,000
- The address for the Columbia School District is:
 - 1818 W. Worley
 - Columbia, MO 65203
 - Phone: 573-214-3713

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Proposal No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____

EXHIBIT B
CONTRACTOR'S RESPONSE

City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sophie Heidenreich	Address		Address	
Email	sophie.heidenreich@como.gov	Contact		Contact	
Phone	1 (573) 874 x7687	Department		Department	
Fax		Building		Building	
Bid Number	119/2018 Addendum 2	Floor/Room		Floor/Room	
Title	Gasoline and Diesel Fuel - Term and Supply	Telephone		Telephone	
Bid Type	RFQ-F	Fax		Fax	
Issue Date	11/16/2018 09:17 AM (CT)	Email		Email	
Close Date	12/11/2018 02:00:00 PM (CT)				

Supplier Information

Company MFA Oil Wholesale
 Address 1 Ray Young Drive
 Columbia, MO 65201

Contact
 Department
 Building
 Floor/Room
 Telephone (844) 863-2645
 Fax
 Email

Submitted 12/11/2018 08:08:50 AM (CT)
 Total \$2.0195

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

Signature BILL MARSHALL

Email bmarshall@mfaoil.com

Supplier Notes

Bid Notes

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

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Term	The City of Columbia desires to enter into a one year contract with four (4) one year renewal options. Each option is exercisable at the sole discretion of the City of Columbia and other Cooperative members.	Agree
2	Payment Terms	Indicate Payment Terms:	Transport >7000 = NET 10 / All other transactions = P31 (Due by end of following month)
3	Taxes	All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the following: Missouri Road Tax (currently 17 cents) Federal Oil Spill Tax (currently 0.00214 cents) Federal LUST Fee (currently 0.0010 cents) Missouri State Agriculture Ins (currently 0.0007 cents) Missouri State Transportation Load (currently 0.0025 cents)	Agree
4	Contract Administration Contact	The Bidder shall provide the contact information for the person in firm responsible for contracting and authorizing renewals of the contract.	Agree
5	Test Reports	The Contractor shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.	Agree
6	Cooperative Contract	Cooperative members include: City of Columbia, 701 E. Broadway, 5th Floor, Columbia, MO 65201 Contact: Sophie Heidenreich, Procurement Office 573-874-7687, Sophie.Heidenreich@CoMo.Gov Boone County, 601 E. Walnut, Columbia, MO 65201 Contact: Melinda Bobbitt, Purchasing Director 573-886-4391, MBobbitt@BooneCountyMO.org Columbia School District, 1818 W. Worley, Columbia, MO 65203 Contact: Dana Reynolds, Purchasing Agent 573-214-3713, DReynolds@cpsk12.org	Agree
7	Terms & Conditions - Contract	Offeror/Bidder agrees to the Terms Conditions within the Sample Contract, Attachment A.	Agree
8	Addendums	Bidders shall note the changes outlined in Addendum No. 1 and Addendum No. 2 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line.	Addendum No.

Line Items

#	Qty	UOM	Description	Response
1	1	GALLON	No. 2 ULS Distillate Transport load, minimum 7,000 gallons	\$0.0479
			Item Notes:	
			Supplier Notes:	
2	1	GALLON	No. 2 ULS Distillate Tank truck load, minimum 1,500 gallons	\$0.159
			Item Notes:	
			Supplier Notes:	
3	1	GALLON	No. 2 ULS Distillate Less than tank truck load.	\$0.189
			Item Notes:	
			Supplier Notes:	
4	1	GALLON	No. 1 ULS Distillate Transport load, minimum 7,000 gallons	\$0.0479
			Item Notes:	
			Supplier Notes:	
5	1	GALLON	No. 1 ULS Distillate Tank truck load, minimum 1,500 gallons	\$0.159
			Item Notes:	
			Supplier Notes:	
6	1	GALLON	No. 1 ULS Distillate Less than tank truck load	\$0.189
			Item Notes:	
			Supplier Notes:	
7	1	GALLON	No. 2 ULS RED Distillate Transport load, minimum 7,000 gallons	\$0.0479
			Item Notes:	
			Supplier Notes:	
8	1	GALLON	No. 2 ULS RED Distillate Tank truck load, minimum 1,500 gallons	\$0.159
			Item Notes:	
			Supplier Notes:	

9	1	GALLON	No. 2 ULS RED Distillate Less than tank truck load	\$0.189
Item Notes:				
Supplier Notes:				
10	1	GALLON	Unleaded gasoline Transport load, minimum 7,000 gallons	\$0.0479
Item Notes:				
Supplier Notes:				
11	1	GALLON	Unleaded gasoline Tank truck load, minimum 1,500 gallons	\$0.159
Item Notes:				
Supplier Notes:				
12	1	GALLON	Unleaded gasoline Less than tank truck load.	\$0.189
Item Notes:				
Supplier Notes:				
13	1	GALLON	Unleaded gasoline containing 10% Ethanol Transport load, minimum 7,000 gallons	\$0.0479
Item Notes:				
Supplier Notes:				
14	1	GALLON	Unleaded gasoline containing 10% Ethanol Tank truck load, minimum 1,500 gallons	\$0.159
Item Notes:				
Supplier Notes:				
15	1	GALLON	Unleaded gasoline containing 10% Ethanol Less than tank truck load.	\$0.189
Item Notes:				
Supplier Notes:				
16	1	EA	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel). State product name in the notes for additive quoted.	\$0.03
Item Notes:				
Supplier Notes:				

17	1	GALLON	BIO DIESEL: Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added tot he Ultra Low Sulfur Distillate Fuel product markup price and include as an attachment to this pricing section in your bid response. The City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as a part of this contract and what resources are available to them to assure consistent delivery.	\$0.01
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Item Notes:

Supplier Notes: Markup for Bio will be .01 per 1% Bio \ For example 2% Bio = .02 and 20% Bio = .20

18	1	EA	Bidders shall describe their policy for credit on contaminated fuel deliveries. (i.e. if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?)	Unit Price
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Item Notes:

Supplier Notes: Existing gallons before contamination will be valued at the unit price for the previous delivery of that product.

19 1 EA The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders shall indicate whether they are able to provide this option and if so, include as an attachment to their bid response explaining in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative, any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option. Unit Price

Item Notes:

Supplier Notes: MFA OIL fixed price program does exist. Questions and answers can be explained in person by MFA Oil Hedging Manager. Below is an example of daily Futures Fixed Estimates. This is not a quote

MFA Oil Company Forward Contracting
 Forward Contracts offered from 9:00 A.M. to 3:00 P.M.
 December 10, 2018

Transport Delivery Contract Price

Delivery Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Unlead Gas 10% Ethanol	1.709	1.730	1.825	1.852	1.868	1.865	1.879	1.892	1.907	1.886	1.804	1.782
BOSS Performance Diesel	2.143	2.166	2.177	2.194	2.201	2.212	2.244	2.233	2.273	2.270	2.253	2.220

	6 Month Strip	Jan-Mar Strip	Apr-Jun Strip	12 Month Strip	Jul-Sep Strip
Oct-Dec Strip					
Unlead Gas 10% Ethanol	1.808	1.755	1.862	1.833	1.892
BOSS Performance Diesel	2.182	2.162	2.202	2.216	2.250

Tankwagon Delivery Contract Price

Delivery Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Unlead Gas 10% Ethanol	1.939	1.960	2.055	2.082	2.098	2.095	2.109	2.122	2.137	2.116	2.034	2.012
BOSS Performance Diesel	2.373	2.396	2.407	2.424	2.431	2.442	2.474	2.463	2.503	2.500	2.483	2.450

	6 Month Strip	Jan-Mar Strip	Apr-Jun Strip	12 Month Strip	Jul-Sep Strip
Oct-Dec Strip					
Unlead Gas 10% Ethanol	2.038	1.985	2.092	2.063	2.122
BOSS Performance Diesel	2.412	2.392	2.432	2.446	2.480

Petro-Card 24 Price

Delivery Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Unlead Gas 10% Ethanol	1.769	1.790	1.885	1.912	1.928	1.925	1.939	1.952	1.967	1.946	1.864	1.842
BOSS Performance Diesel	2.203	2.226	2.237	2.254	2.261	2.272	2.304	2.293	2.333	2.330	2.313	2.280

	6 Month Strip	Jan-Mar Strip	Apr-Jun Strip	12 Month Strip	Jul-Sep Strip
Oct-Dec Strip					
Unlead Gas 10% Ethanol	1.868	1.815	1.922	1.893	1.952
BOSS Performance Diesel	2.242	2.222	2.262	2.276	2.310

THIS IS ONLY A QUOTE.

Prices subject to market move. Due to market volatility, MFA Oil reserves the right to make price changes until contract is signed. These diesel and unleaded prices do not include applicable taxes. Strips quoted on delivery

months. Final date to contract for the nearby month is the 15th of the previous month. Contracts available for up to 12 months.

An additional \$0.03 is included in the price for MFA Oil's BOSS Performance Diesel, and \$0.03 for freight. Prices are estimate out of Columbia, Mo terminal. All tankwagon and Petro-Card 24 contracts automatically include the additive. However, you may specify if you want this additive on transport contracts and adjustments can be made when contracting.

Response Total: \$2.0195

Fuel Laboratory Contacts

- mfaoilab@mfaoil.com, phone 1-800-MFA-LUBE
- Don North, office 573-219-5750, cell 573-489-2599, dnorth@mfaoil.com
- Zach Studer, Office 573-219-5751, cell 573-777-2419, zstuder@mfaoil.com



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS
ADDENDUM #2
RFQ #119/2018
GASOLINE AND DIESEL FUEL

Bidders shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid response.

The following information shall be referred to as part of the bid response/Contract Documents.

The following questions have been submitted to the City of Columbia regarding this bid. The answers are noted below.

No.	Question	Answer
1	What is the DBE goal for this bid?	0
2	Is a bid bond or a performance bond required for this contract?	No, it is not.
3	Will the opening be public? What will be read aloud at the opening?	Yes, the bid opening will be public. The prices on each line item will be read at the opening.
4	Have any addendums been released?	Addendum #1 has been released and this is Addendum #2.
5	When is the anticipated award date?	To be determined. Ideally, before the end of December 2018.
6	When is the first board meeting after the bid opening?	Unknown if there will be a physical meeting of a committee or board.
7	Will a decision be made at the board meeting or sometime before then?	Refer to question #6.
8	Will you split loads between different locations on 1 truck?	We do not split truck loads between locations.
9	Will you combine loads of gas and diesel to one location on the same truck?	We do split fuel types on a single load, if the volume requires us to do so.
10	A FOIA request was sent to you, when will we be receiving this information?	This information has been sent.
11	For the locations at the Wastewater Plant, Public Works, and Sheriff's Office (all 6,000 gal tanks) could you please confirm if they could hold a large 18 wheeler transport truck or do these tanks need to be delivered with a smaller jobber truck?	No, 7,000 gallons is minimum for transport for the referenced City locations. The Sheriff's Department will need serviced with a Tankwagon truck due to limited space

	that will not accommodate a Transport Truck. The other areas on the County section of the bid are serviced by a Tankwagon.
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The following changes/corrections have been made to the bid document:

- Usage amounts for Grissum is 272,000 gallons of unleaded and 363,000 gallons of diesel.
- The airport has the following tanks:
 - Diesel
 - (1) 5,000 Gallon
 - (2) 1,000 Gallon
 - (1) 300 Gallon
 - Unleaded
 - (1) 1,000
- The address for the Columbia School District is:
 - 1818 W. Worley
 - Columbia, MO 65203
 - Phone: 573-214-3713

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Proposal No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm MFA Oil Date 1-28-2019

Signed Biermaier

RFQ: 119/2018
Gasoline and Diesel Fuel
Addendum No.1
Released: 11/19/18



CITY OF COLUMBIA, MISSOURI

**FINANCE DEPARTMENT
PURCHASING DIVISION**

**NOTICE TO BIDDERS
ADDENDUM #1 RFQ: 119/2018
Gasoline and Diesel Fuel**

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

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

- 1.) Section 2.8 of the RFQ has been updated with corrected information for Boone County.
- 2.) Exhibit C, quantities for Boone County have been updated.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm MFA Oil Date 1-28-2019

Signed Bill Marshall

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

County of Boone)
State of Missouri)SS.

My name is Bill Marshall. I am an authorized agent of MFA Oil (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

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

Bill Marshall
Affiant

Bill Marshall
Printed Name

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

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

Subscribed and sworn to me this 4th day of December, 2018.
My Commission expires Oct 30, 2021.



BEVERELY H. PFEFFER
My Commission Expires
October 30, 2021
Boone County
Commission #13534650

Beverly H. Pfeffer
(Notary Public)

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

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

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

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

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
MFA Oil Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ **Cooperative**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 519

6 City, state, and ZIP code
Columbia, Mo 65205-1519

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

4	3	-	0	4	1	5	1	1	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

8/24/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

DATE (MM/DD/YYYY)
8/27/2018

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

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

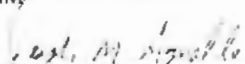
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : LM Insurance Corporation INSURER B : Westchester Surplus Lines Insurance Co INSURER C : Liberty Mutual Fire Insurance Company INSURER D : INSURER E : INSURER F :
INSURED 1309159 MFA OIL COMPANY ONE RAY YOUNG DRIVE COLUMBIA, MO 65205	NAIC # 33600 10172 23035

COVERAGES MFA0101 **CERTIFICATE NUMBER:** 12543196 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC JECT LOC OTHER	Y Y	TB2-641-433446-128	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS 90 INCLD SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	AS2-641-433446-148	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	G22046913013	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA5 64D-433446-018	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> FLR STATUTE OTH ER F1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF COLUMBIA IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW. ALL EVIDENCED PROVISIONS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

CERTIFICATE HOLDER 12543196 CITY OF COLUMBIA, FINANCE DEPARTMENT - PURCHASING DIVISION, PROCUREMENT OFFICE, PO BOX 6015, COLUMBIA, MO 65205	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
--	---

POLICY NUMBER: AS2-641-433446-148
COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

CITY OF COLUMBIA

PROVISIONS

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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2008 The Travelers Companies, Inc.



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**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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

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

B. RESPONSIBILITIES OF DHS

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

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

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

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



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

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

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

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

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

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

- o 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.

- o If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

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

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

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



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

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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



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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

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

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



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

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

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

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



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after the Employer receives it.

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

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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



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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 MFA Oil Company

Jessica Smith

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/02/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/01/2009

Date



Company ID Number: 175309

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: MFA Oil Company

Company Facility Address: One Ray Young Drive

Columbia, MO 65201

Company Alternate

Address: PO Box 519

Columbia, MO 65205-0519

County or Parish: BOONE

Employer Identification

Number: 430415115

North American Industry
Classification Systems

Code: 453

Parent Company: MFA Oil Company

Number of Employees: 1,000 to 2,499

Number of Sites Verified

for: 309

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

- MISSOURI 282 site(s)



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- ARKANSAS 13 site(s)
- OKLAHOMA 9 site(s)
- IOWA 5 site(s)

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

Name:	Alicia K Barnard	Fax Number:	(573) 876 - 0380
Telephone Number:	(573) 442 - 0171 ext. 403403		
E-mail Address:	abarnard@mfaoil.com		
Name:	Jessica L Smith	Fax Number:	(573) 876 - 0380
Telephone Number:	(573) 442 - 0171 ext. 354		
E-mail Address:	lsmith@mfaoil.com		
Name:	Stacy D Kirksey	Fax Number:	(573) 876 - 0380
Telephone Number:	(573) 442 - 0171 ext. 373373		
E-mail Address:	skirksey@mfaoil.com		
Name:	Stacey L Gerlach	Fax Number:	(573) 876 - 0380
Telephone Number:	(573) 442 - 0171 ext. 355355		
E-mail Address:	sgerlach@mfaoil.com		

EXHIBIT D
FEDERAL TRANSIT ADMINISTRATION TERMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA current version – example (23 dated October 2016) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be

made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. TERMINATION

(1) Termination for Convenience (General Provision): City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(4) Opportunity to Cure (General Provision): City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City' Disadvantaged Business Enterprise Program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City and will be submitted to City upon request.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration

regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

8. ENVIRONMENTAL REQUIREMENTS

Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water

Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the City. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. *Environmental Protection.* Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environment Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Air Quality

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

c. For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands. Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects Contractor agrees that if the project should cause adverse environmental effects, Contractor will take all reasonable steps to

minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

9. ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions.
(If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does require the inclusion of these requirements in subcontracts.

10. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to City of Columbia if it learns that a person involved in a covered transaction has been excluded. City of Columbia must then provide written notice to the Federal Transit Administration.

12. BREACHES AND DISPUTE RESOLUTION

See City's contract terms.

13. RIGHT OF PROTEST

1. General: A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within five (5) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement. Contractor agrees to the following protest procedures.

a. FTA will only review protests regarding the alleged failure of the City to have a written protest procedure or an alleged failure of the City to follow the procedure.

b. The time for filing a protest with FTA is not later than five (5) days after a final decision is rendered under the City's protest procedure.

c. The City shall not award a contract for five (5) days following its decision on a bid protest involving a contract funded by FTA. After the five (5) days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.

2. Subject of Protest: Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

3. Form: The written protest shall include, at a minimum, the following:

a. The name and address of the protester,

b. Appropriate identification of the procurement,

c. A statement of the reasons for the protest, and

- d. Any available exhibits, evidence or documents substantiating the protest.
4. Form to FTA: Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the City. The protest filed with FTA shall:
- a. Include the name and address of the protester,
 - b. Identify the Grantee (City of Columbia), project number, and the number of the contract solicitation,
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible, and
 - d. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.
5. Decision: The Purchasing Agent shall provide a written determination to the protester within five (5) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.
6. Stay of Purchase During Protest: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with solicitation or award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

An additional five (5) days following the City's decision on a protest is required by FTA. A complete copy of the FTA's "Bid Protest" procedures is available by contacting:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

7. Other Remedies: Contractors may seek remedy in Missouri state courts if they desire to do so.

14. BONDING REQUIREMENTS

For bonding requirements, refer to City' bonding requirements for bid guaranty and performance bond, including the required performance bond form, found in the contract bid documents or main terms of the contract.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 – including current revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

16. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

17. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly

and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

18. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with Section 34.057 of the Revised Statutes of the State of Missouri regarding prompt payment, to the extent applicable. It is the responsibility of the subcontractors to notify City' DBE Liaison Officer (Carol Crawford 417-831-8333) of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, City will investigate and take appropriate action. Such investigation may include meeting with both the prime contractor and the subcontractor.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, City may, at its sole discretion, take any or all of the following actions:

1. Assess of liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or
3. Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or
4. Any other action authorized for enforcement of provisions of this agreement.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City of Columbia Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SUBSTANCE ABUSE

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Missouri, or City of Columbia Missouri, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before the contract is awarded and to submit the Management Information System (MIS) reports before contract award to the City project manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before award a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt an approved Policy Statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

21. VETERANS PREFERENCE

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party

contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. PROHIBITED INTERESTS

No, member, officer, or employee of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

23. EMPLOYEE PROTECTION

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, Contractor shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

24. PRIVACY ACT REQUIREMENTS

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

**PURCHASE AGREEMENT
FOR
GASOLINE AND DIESEL FUEL TERM AND SUPPLY**

THIS AGREEMENT dated the 12th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Petroleum Traders Corporation** 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 agreement for Gasoline and Diesel Fuel Term and Supply, City of Columbia, Missouri *Request for Quotation* for Gasoline and Diesel Fuel Term and Supply, bid number **119/2018**, addendums #1 and #2, Boone County Terms and Conditions, as well as the Contractor response completed and signed on December 11, 2018 by Gayle Newton. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the terms, conditions, provisions and requirements contained in the bid specifications for the term and supply contract and Boone County Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with gasoline and diesel fuel when and as required by County; purchases shall be made on the basis of daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase set forth in the Contractor's bid response. Contractor further agrees to provide the tanks, stands and those tanks with containment units at the County's remote sites.

Primary Contractor: Petroleum Traders Corporation is the **Primary Supplier** for the following:

Line #	Description	\$ per gallon
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0103
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0103
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0100
10	Unleaded Gasoline TRANSPORT LOAD	- \$0.0292
13	Unleaded Gasoline Containing 10% Ethanol TRASPOT LOAD	\$0.0112
16	Additive	\$0.0150
17	Bio Diesel	Bio - \$0.0350 B5 - \$0.0500 B10 - \$0.0750 B20 - \$0.1250

Secondary Contractor: Petroleum Traders Corporation is the **Secondary Supplier** for the following:

Line #	Description	\$ per gallon
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.2148
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.2148
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832

- | | | |
|----|---|----------|
| 8 | No. 2 ULS Red Distillate TANK TRUCK LOAD | \$0.2145 |
| 9 | No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD | \$0.3045 |
| 11 | Unleaded Gasoline TANK TRUCK LOAD | \$0.1648 |
| 12 | Unleaded Gasoline LESS THAN TANK TRUCK LOAD | \$0.2770 |
| 14 | Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD | \$0.2052 |
| 15 | Unleaded Gasoline Containing 10% Ethanol LESS THAN TRUCK
TANK LOAD | \$0.2415 |
3. **Delivery** - Contractor agrees to deliver within twenty-four (24) hours after receiving written notice from the County and in accordance with the bidding specifications and Contractor bid response.
 4. **Billing and Payment** - All billing shall be invoiced to Boone County Road and Bridge, 5551 Tom Bass Road, Columbia, MO 65201 and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all uncontested invoices within thirty (30) days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
 5. **Contract Duration** - The contract period shall begin on **March 1, 2019 and extend through February 28, 2020**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

PETROLEUM TRADERS CORPORATION

BOONE COUNTY, MISSOURI

DocuSigned by:
by Gayle Newton
633B8C05349C486
title Contract Sales Manager

by: Boone County Commission

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charles J. DeBane
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
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) incurred by 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.)

DocuSigned by:
Dave Beardford by jj
Signature

3/4/2019

2040 / 59000 Term & Supply

Date

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

CITY OF COLUMBIA
CONTRACT DOCUMENTS

119/2018

GASOLINE & DIESEL FUEL



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

PETROLEUM TRADERS
CORPORATION

SOPHIE HEIDENREICH
PROCUREMENT OFFICER
(573) 874-7687

**TERM & SUPPLY CONTRACT FOR
SUPPLY OF GASOLINE AND DIESEL FUEL**

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and PETROLEUM TRADERS (hereinafter "Contractor"), a CORPORATION with the authority to transact business within the State of Missouri and whose address is 7120 POINTE INVERNESS WAY, FORT WAYNE, INDIANA, 46804 and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for a contractor to provide gasoline and diesel fuel to multiple City locations, as needed and as requested;

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

WHEREAS, City wishes to purchase, and Contractor wishes to provide gasoline and diesel fuel to multiple City locations on a term and supply basis pursuant to the terms and conditions set forth herein.

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

1. DEFINITIONS

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean the provision and delivery of gasoline and diesel fuel to multiple City locations as needed and as requested, the details of which are more fully described in the City's Request for Quotation, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response dated 12/7/2018, attached hereto as **Exhibit B** and made a part of this Agreement.

2. CONTRACTOR RESPONSIBILITIES

2.1. Provision of Services. Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.

2.2. **Pricing.** The prices for Services will be set by the Contractor's Pricing Guide in **Exhibit C**.

2.3. **Billing & Receipts.**

(a) *Billing.* Contractor will invoice the City in writing for all Services rendered on each Purchase Order, no later than thirty (30) days after Services were completed for that Purchase Order, and at prices consistent with the Contractor Pricing Guide, in **Exhibit C**, that were in effect at the time Services are rendered.

(b) *Payment Receipts.* Once invoices have been paid for Services, Contractor shall provide City with "duplicates" of those paid invoices, date stamped "paid" and with the off-road statement signed by the Contractor's agent. City will forward these receipts to its Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, MO 6520, so City can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use.

(c) *Fuel Delivery Receipts.* Contractor shall use delivery receipts for fuel that show the appropriate purchase order number authorizing the delivery. All fuel delivery receipts must be signed by a City employee.

2.4. **Test Reports.** Contractor agrees to provide certified laboratory tests for each fuel product, as requested by City in writing. If City requests a lab test to be performed, then Contractor will perform the test and may invoice the City for the costs of the tests consistent with the prices provided in Contractor's Response in **Exhibit B**.

2.5. **Workmanship & Warranty.**

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

(b) *Warranty on Quality.* Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition; (2) fuel shall conform to the specifications in the Contract Documents; and, (3) fuel delivered shall match the fuel specified in the purchase order. City shall not be required to pay, or shall be reimbursed by Contractor if already paid, for fuel that does not meet the warranty provided for in this Agreement. Further, Contractor

agrees to remove such fuel at no cost to the City and Contractor will be liable for any damage caused by non-conforming fuel.

- 2.6. **Delivery.** Delivery shall be made within twenty-four (24) hours after Contractor receives a written purchase order from the City. Contractor shall provide a contact person and phone number through whom deliveries will be made. Contractor shall also provide a contact person who can be reached twenty-four (24) hours per day, seven (7) days per week during an emergency. In case of emergencies, fuel must be delivered by no later than six (6) hours after notification by City to Contractor.
- 2.7. **Quantities/Locations.** Contractor shall refer to Exhibit A for information regarding the delivery locations covered by this contract. Also shown in Exhibit A is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and City reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of five hundred (500) gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the City. The Contractor shall be responsible for furnishing tanks of five hundred (500) gallons or less for City's use, if not user owned, **at no additional cost.**

3. CITY RESPONSIBILITIES

- 3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- 3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.
- 3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track

of the Services under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded and thus provide City with an opportunity to determine whether City wishes to increase the amount of the purchase order.

4. **TERM AND TERMINATION**

- 4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to renewal for successive one (1) year terms based upon agreement by both parties as to pricing and past service. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
- 4.3. **Termination for Convenience.** City may terminate this Agreement, in whole or in part, at any time by written notice to Contractor when it is in City's best interest. This termination goes into effect upon Contractor's receipt of written notice.

5. **INSURANCE**

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

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

- (b) **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (c) **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- (d) Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- (e) The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- (f) The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- (g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain

coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

6. MISCELLANEOUS

- 6.1. **Federal Transit Administration Terms.** This Agreement shall be governed by the requirements established by the Federal Transit Administration Terms attached hereto and fully incorporated herein as **Exhibit D.**
- 6.2. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 6.3. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.4. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.5. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a

condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 6.6. **General Laws.** Contractor shall comply with all other federal, state and local laws, rules, regulations and ordinances.
- 6.7. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

With a Copy To:

City of Columbia, MO
Public Works
ATTN: Fleet Manager
P.O. Box 6015
Columbia, MO 65205-6015

IF TO CONTRACTOR:

PETROLEUM TRADERS CORP
CORPORATION
ATTN: Gayle Newton
7120 Pointe Inverness Way
Fort Wayne, IN 46804

GNewton@PetroleumTraders.com

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.8. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer,

property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

- 6.9. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.10. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

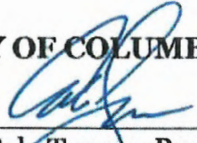
- A City's Request for Quotation
- B Contractor's Response
- C Contractor Pricing Guide
- D Federal Transit Administration Terms

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in any Contract Documents

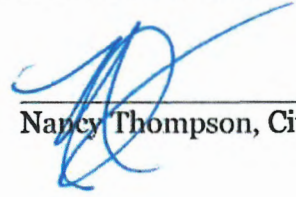

- 6.11. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

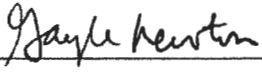
[SIGNATURES ON FOLLOWING PAGE]


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

CITY: CITY OF COLUMBIA, MISSOURI
BY: 
Cale Turner, Purchasing Agent
DATE: 2-22-19

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor/jc 

CONTRACTOR: PETROLEUM TRADERS COR
BY: 
PRINTED
NAME: Gayle Newton
TITLE: Contract Sales Manager
DATE: 02/11/2019

ATTEST:
BY: 
Joseph Vanderpool
TITLE: Assistant Contract Sales Manager

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

CITY OF COLUMBIA, MISSOURI

BY: Janet Frazier
Janet Frazier, Interim Director of Finance

DATE: 2/19/19

EXHIBIT C
CONTRACTOR PRICING GUIDE

CONTRACTOR PRICING GUIDE

PETROLEUM TRADERS IS THE **PRIMARY** VENDOR FOR THE FOLLOWING LINE ITEMS:

LINE ITEM	DESCRIPTION	PRICE (per gallon)
1	No. 2 ULS Distillate TRANSPORT LOAD	\$0.0103
4	No. 1 ULS Distillate TRANSPORT LOAD	\$0.0103
7	No. 2 ULS Red Distillate TRANSPORT LOAD	\$0.0100
10	Unleaded Gasoline TRANSPORT LOAD	- \$0.0292
13	Unleaded Gasoline Containing 10% Ethanol TRANSPORT LOAD	\$0.0112
16	Additive	\$0.0150
17	Bio Diesel	B2 - \$0.0350 B5 - \$0.0500 B10 - \$0.0750 B20 - \$0.1250

PETROLEUM TRADERS IS THE **SECONDARY** VENDOR FOR THE FOLLOWING LINE ITEMS:

LINE ITEM	DESCRIPTION	PRICE (per gallon)
2	No. 2 ULS Distillate TANK TRUCK LOAD	\$0.2148
3	No. 2 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832
5	No. 1 ULS Distillate TANK TRUCK LOAD	\$0.2148
6	No. 1 ULS Distillate LESS THAN TANK TRUCK LOAD	\$0.2832
8	No. 2 ULS Red Distillate TANK TRUCK LOAD	\$0.2145
9	No. 2 ULS Red Distillate LESS THAN TANK TRUCK LOAD	\$0.3045
11	Unleaded Gasoline TANK TRUCK LOAD	\$0.1648
12	Unleaded Gasoline LESS THAN TANK TRUCK LOAD	\$0.2770
14	Unleaded Gasoline Containing 10% Ethanol TANK TRUCK LOAD	\$0.2052
15	Unleaded Gasoline Containing 10% Ethanol LESS THAN TANK TRUCK LOAD	\$0.2415

EXHIBIT A
CITY'S REQUEST FOR QUOTATION

REQUEST FOR QUOTATION
119/2018 – GASOLINE AND DIESEL FUEL
FOR THE
CITY OF COLUMBIA, MISSOURI



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

MIKE GUILFORD
FLEET MANAGER
PUBLIC WORKS

JANET FRAZIER
INTERIM DIRECTOR OF FINANCE

SOPHIE HEIDENREICH
PROCUREMENT OFFICER
(573) 874-7687

Request For Quotation No. 119/2018
Closing Date: 2:00 p.m. CST, Tuesday, December 11, 2018

1. INTRODUCTION

1.1 PURPOSE

The City of Columbia seeks bids from qualified bidders to provide gasoline and diesel fuel to multiple City locations, and other members of this cooperative contract, as needed and as requested.

2. GENERAL REQUIREMENTS

2.1 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
11/27/2018	Close of written Requests for Additional Information
12/11/2018	Request for Quotation is due by 2:00 p.m. CST
1/1/2019	Contract effective date

The above dates are target dates and may change.

2.2 TERM

The City of Columbia desires to enter into a one year contract with four (4) one year renewal options. Each option is exercisable at the sole discretion of the City of Columbia and other Cooperative members.

2.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Melissa Pasley, Senior Procurement Officer, Purchasing Division
 Phone: (573) 817-5005
 E-mail: Melissa.Pasley@CoMo.Gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An addendum to this RFQ providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. November 27th, 2018.

This written Request for Additional Information will take place of the normal pre-proposal conference.

2.4 PAYMENT TERMS

Bidder shall indicate payment terms.

2.5 TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the following:

Missouri Road Tax (currently 17 cents)
Federal Oil Spill Tax (currently 0.00214 cents)
Federal LUST Fee (currently 0.0010 cents)
Missouri State Agriculture Ins (currently 0.0007 cents)
Missouri State Transportation Load (currently 0.0025 cents)

2.6 CONTRACT ADMINISTRATION CONTACT

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

2.7 TEST REPORTS

The Contractor shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

2.8 COOPERATIVE CONTRACT

Cooperative members include:

City of Columbia, 701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Heidenreich, Procurement Officer
573-874-7687, Sophie.Heidenreich@CoMo.Gov

Boone County, 613 E. Ash St., Columbia, MO 65201
Contact: Melinda Bobbitt, Purchasing Director
573-886-4391, MBobbitt@BooneCountyMO.org

Columbia School District, 1818 W. Worley, Columbia, MO 652013
Contact: Dana Reynolds, Purchasing Agent
573-214-3713, DReynolds@cpsk12.org

2.9 SAMPLE CONTRACT

Bidder must refer to Attachment A, Sample Contract for additional terms and conditions.

3. SCOPE OF WORK

Firm shall provide gasoline and diesel fuel to the City of Columbia, and other members of the Cooperative, as needed and as requested.

3.1 QUANTITIES/LOCATIONS

Bidder shall refer to Exhibit C for information regarding the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. The Contractor shall be responsible for furnishing tanks of 500 gallons or less for the Cooperative's use, if not user owned, at no additional cost.

4. BIDDER INSTRUCTIONS / EVALUATION AND AWARD

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

All bids shall be quoted FOB Destination, to include delivery charges to destination points as listed herein.

It is the Bidder's sole responsibility to provide all information requested in the bid document. Failure to provide all requested information may be cause for rejection of bid.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia and other participating agencies.

The bidder shall provide a current W-9 using any of the following methods: by uploading and attaching to bid response; by emailing the W-9 to the buyer named on the cover page of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65205.

The City's Purchasing Agent may, at any time, by written order, make changes within the general scope of this contract in a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable

adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

PRICING PAGE

To furnish all labor, materials, and services necessary to complete the work described in this bid document, state firm fixed unit pricing for the items in the following table. Delivery shall be included in the price stated below. Pricing shall be quoted a firm price markup over daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri. All bids shall be net before taxes (Federal, State, or City).

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE (per gross gallon)
1	No. 2 Ultra Low Sulfur Distillate Transport load, minimum 7,000 gallons	1	
2	No. 2 ULS Distillate Tank truck load, minimum 1500 gallons	1	
3	No. 2 ULS Distillate Less than tank truck load	1	
4	No. 1 ULS Distillate Transport load, minimum 7,000 gallons	1	
5	No. 1 ULS Distillate Tank truck load, 1,500 gallons	1	
6	No. 1 ULS Distillate Less than tank truck load	1	
7	No. 2 ULS <u>RED</u> Distillate Transport load, 7,000 gallons	1	
8	No. 2 ULS <u>RED</u> Distillate Tank truck load, 1,500 gallons	1	

9	No. 2 ULS <u>RED</u> Distillate Less than tank truck load	1	
10	Unleaded gasoline Transport load, minimum 7,000 gallons	1	
11	Unleaded gasoline Tank truck load, minimum 1,500 gallons	1	
12	Unleaded gasoline Less than tank truck load	1	
13	Unleaded gasoline containing 10% Ethanol Transport load, minimum 7,000 gallons	1	
14	Unleaded gasoline containing 10% Ethanol Tank truck load, minimum 1,500 gallons	1	
15	Unleaded gasoline containing 10% Ethanol Less than tank truck load	1	
16	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.) State product name for additive quoted: _____	1	
17	<p>BIO DIESEL: Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate Fuel product markup price and include as an attachment to this pricing section in your bid response.</p> <p>The City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery.</p> <p>_____</p> <p>_____</p> <p>_____</p>		

18	<p>Bidders shall describe their policy for credit on contaminated fuel deliveries. (i.e. if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?)</p> <hr/> <hr/> <hr/> <hr/>
19	<p>The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders shall indicate whether they are able to provide this option and if so, include as an attachment to their bid response explaining in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative, any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.</p>

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia. 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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

BIDDERS SIGNATURE:

FIRM: _____

INDIVIDUAL: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number : : :
or
Employer identification number : :

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

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

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

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

EXHIBIT C
ESTIMATED ANNUAL FUEL USAGE

CITY OF COLUMBIA

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEADED
Grissum Building 1313 Lakeview Ave	BG AG	Diesel (2) 10,000 Unleaded (1) 10,000 All city owned	Y	Electric	N	363,000	272,000
Power Plant 1501 Bus Loop 70E	AG	Diesel (1) 1,000 Generators at least twice per year	Y	Electric	N	6,000	
Wastewater Plant 4900 W. Gillespie	BG BG	Diesel (1) 5,929 Unleaded - 460 Gallons (All City Owned)	MONITORING	All Electric	N	40,000	14,000
Airport 11381 S. Airport Dr.	5,000 BG All others AG	Diesel (1) 5,000 (2) 1,000 (1) 300 Unleaded (1) 1,000 (All City Owned)	ALL YES	All Electric	N	11,318	1,926
Landfill 5700 Peabody Rd.	AG	Diesel (1) 12,000 Unleaded (1) 2,000 (All City owned)	Y	Electric	N	150,000	4,000
Parks and Recreation 1507 Bus Loop 70W	AG	Diesel (1) 2,000 Unleaded (1) 2,000 (City Owned) Premium (1) 300 (vendor supplied)	Y Y Y	Electric Electric Gravity	N N Y	18,000	30,000
L.A. Nickell Golf Course 1900 Parkside Dr.	AG	Diesel (off road red dye) (1) 560 Unleaded (1) 560 (Vendor supplied)	Y	Electric	N	3,000	3,000
Lake of Woods Golf Course 6700 St. Charles	AG	Diesel (off road red dye) (1) 500 Unleaded (1) 560 (Vendor Supplied)	Y	Electric	N	2,500	3,000
CITY TOTAL						730,818	290,926

BOONE COUNTY

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAIN- MENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEA- DED
Road and Bridge Dept. 5551 S Tom Bass Rd., Columbia, MO 65201	BG	Unleaded - 6,000 Gallons Diesel - 12,000 Gallons				76,000	22,000 (10% Ethanol)
Road and Bridge Dept. - 5551 S Tom Bass Rd., Columbia, MO 65201	AG (No ethanol premium)	560 Gallons	Y	Gravity	Y		1,200
Hallsville Facility - 780 E Hwy 121, Hallsville, MO 65255		Unleaded - 3,000 Gallons Diesel - 12,000 Gallons	N	Electric	N	64,000	6,200 (10% Ethanol)
Wren - 14351 Route DD, Ashland, MO 65010	AG	300 Gallons	Y	Gravity	Y	6,000	
Ashland City Maintenance Facility - 500 Commerce Drive, Ashland, MO 6501	AG	560 Gallons	Y	Gravity	N	10,000	
Oakland Gravel Facility - 5501 AGOakland Gravel Rd., Columbia, MO 65202	AG	560 Gallons	Y	Electric	N	10,000	
Sheriff Dept. - 2121 County Drive, Columbia, MO	BG						98,000 (10% Ethanol)
Emergency Communications Center, 2145 County Drive, Columbia, MO	Generator Tanks					1,000	
COUNTY TOTAL:		34,980				167,000	127,400

COLUMBIA PUBLIC SCHOOLS

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn, 3511 Route PP			Diesel: 20,000 gallon tank
Facilities & Construction Services, 5909 Paris Rd.			Diesel: 560 Gallon tank; Unleaded: 850 Gallon tank; Unleaded: 1,700 Gallon tank
TOTALS:	500,000	50,000	

**TERM & SUPPLY CONTRACT FOR
SUPPLY OF GASOLINE AND DIESEL FUEL**

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

WITNESSETH:

WHEREAS, City has need for a contractor to provide gasoline and diesel fuel to multiple City locations, as needed and as requested;

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

WHEREAS, City wishes to purchase, and Contractor wishes to provide gasoline and diesel fuel to multiple City locations on a term and supply basis pursuant to the terms and conditions set forth herein;

SAMPLE

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

1. **DEFINITIONS**

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean the provision and delivery of gasoline and diesel fuel to multiple City locations as needed and as requested, the details of which are more fully described in the City's Request for Quotation, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response dated _____ attached hereto as **Exhibit B** and made a part of this Agreement.

2. **CONTRACTOR RESPONSIBILITIES**

2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing; and to perform the Services in a good and workmanlike manner.

2.2. **Pricing.** The prices for Services will be set by the Contractor's Pricing Guide in **Exhibit C**.

2.3. **Billing & Receipts.**

(a) *Billing.* Contractor will invoice the City in writing for all Services rendered on each Purchase Order, no later than thirty (30) days after Services were completed for that Purchase Order, and at prices consistent with the Contractor Pricing Guide, in **Exhibit C**, that were in effect at the time Services are rendered.

(b) *Payment Receipts.* Once invoices have been paid for Services, Contractor shall provide City with "duplicates" of those paid invoices, date stamped "paid" and with the off-road statement signed by the Contractor's agent. City will forward these receipts to its Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, MO 6520, so City can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use.

(c) *Fuel Delivery Receipts.* Contractor shall use delivery receipts for fuel that show the appropriate purchase order number authorizing the delivery. All fuel delivery receipts must be signed by a City employee.

2.4. **Test Reports.** Contractor agrees to provide certified laboratory tests for each fuel product, as requested by City in writing. If City requests a lab test to be performed, then Contractor will perform the test and may invoice the City for the costs of the tests consistent with the prices provided in Contractor's Response in **Exhibit B**.

2.5. **Workmanship & Warranty.**

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

(b) *Warranty on Quality.* Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition; (2) fuel shall conform to the specifications in the Contract Documents; and, (3) fuel delivered shall match the fuel specified in the purchase order. City shall not be required to pay, or shall be reimbursed by Contractor if already paid, for fuel that does not meet the warranty provided for in this Agreement. Further, Contractor

agrees to remove such fuel at no cost to the City and Contractor will be liable for any damage caused by non-conforming fuel.

2.6. **Delivery.** Delivery shall be made within twenty-four (24) hours after Contractor receives a written purchase order from the City. Contractor shall provide a contact person and phone number through whom deliveries will be made. Contractor shall also provide a contact person who can be reached twenty-four (24) hours per day, seven (7) days per week during an emergency. In case of emergencies, fuel must be delivered by no later than six (6) hours after notification by City to Contractor.

2.7. **Quantities/Locations.** Contractor shall refer to Exhibit A for information regarding the delivery locations covered by this contract. Also shown in Exhibit A is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and City reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of five hundred (500) gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the City. The Contractor shall be responsible for furnishing tanks of five hundred (500) gallons or less for City's use, if not used, owned, or used at no additional expense to the City.

3. CITY RESPONSIBILITIES

3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.

3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.

3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track

of the Services under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded and thus provide City with an opportunity to determine whether City wishes to increase the amount of the purchase order.

4. TERM AND TERMINATION

4.1 **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to renewal for successive one (1) year terms based upon agreement by both parties as to pricing and past service. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.

4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination shall be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

4.3. **Termination for Convenience.** City may terminate this Agreement, in whole or in part, at any time by written notice to Contractor when it is in City's best interest. This termination goes into effect upon Contractor's receipt of written notice.

5. INSURANCE

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

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

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

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

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

SAMPLE

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

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

(g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain

coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

6. MISCELLANEOUS

- 6.1. **Federal Transit Administration Terms.** This Agreement shall be governed by the requirements established by the Federal Transit Administration Terms attached hereto and fully incorporated herein as **Exhibit D.**
- 6.2. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor, or any employee (including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services of any one directly or indirectly employed by Contractor or by any subcontractor or anyone for whose act Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 6.3. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.4. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.5. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a

condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 6.6. **General Laws.** Contractor shall comply with all other federal, state and local laws, rules, regulations and ordinances.
- 6.7. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF NECESSARY: IF TO CONTRACTOR:
 City of Columbia, MO
 Finance Department
 ATTN: Purchasing Agent
 P.O. Box 6015
 Columbia, MO 65205 – 6015

With a Copy To:
 City of Columbia, MO
 Public Works
 ATTN: Fleet Manager
 P.O. Box 6015
 Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.8. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer,

property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

- 6.9. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.10. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Quotation
- B Contractor's Response
- C Contractor Pricing Guide
- D Federal Transit Administration Terms

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in any Contract Documents

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Cale Turner, Purchasing Agent

DATE: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/jc

SAMPLE

CONTRACTOR:
BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA current version – example (23 dated October 2016) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be

made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. TERMINATION

(1) Termination for Convenience (General Provision): City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

(2) Termination for Default [Breach of Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(4) Opportunity to Cure (General Provision): City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned for this contract.

(a) Policy – It is the policy of the Department of Transportation and City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City' Disadvantaged Business Enterprise program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of the contract to indicate compliance with City' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City and will be submitted to City upon request.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration

regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

SAMPLE
iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Campuchia), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Singapore, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

8. ENVIRONMENTAL REQUIREMENTS

Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water

Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the City. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. *Environmental Protection.* Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulation, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 U.S.C. Part 5324.



B. *Air Quality*

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

c. For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-1329).

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands. Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects Contractor agrees that if the project should cause adverse environmental effects, Contractor will take all reasonable steps to

minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

9. ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does require the inclusion of these requirements in subcontracts.

10. CLEAN AIR

SAMPLE

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to City of Columbia if it learns that a person involved in a covered transaction has been excluded. City of Columbia must then provide written notice to the Federal Transit Administration.

12. BREACHES AND DISPUTE RESOLUTION

See City's contract terms.

13. RIGHT OF PROTEST

1. General: A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within five (5) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement. Contractor agrees to follow protest procedures.

a. FTA will only review protests regarding the alleged failure of the City to have a written protest procedure or an alleged failure of the City to follow the procedure.

b. The time for filing a protest with FTA is not later than five (5) days after a final decision is rendered under the City's protest procedure.

c. The City shall not award a contract for five (5) days following its decision on a bid protest involving a contract funded by FTA. After the five (5) days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.

2. Subject of Protest: Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

3. Form: The written protest shall include, at a minimum, the following:

a. The name and address of the protester,

b. Appropriate identification of the procurement,

c. A statement of the reasons for the protest, and

- d. Any available exhibits, evidence or documents substantiating the protest.
4. Form to FTA: Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the City. The protest filed with FTA shall:
- a. Include the name and address of the protester,
 - b. Identify the Grantee (City of Columbia), project number, and the number of the contract solicitation,
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible, and
 - d. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.
5. Decision: The Purchasing Agent shall provide a written determination to the protester within five (5) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.
6. Stay of Purchase Decision: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with the bid or award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

An additional five (5) days following the City's decision on a protest is required by FTA. A complete copy of the FTA's "Bid Protest" procedures is available by contacting:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

7. Other Remedies: Contractors may seek remedy in Missouri state courts if they desire to do so.

14. BONDING REQUIREMENTS

For bonding requirements, refer to City' bonding requirements for bid guaranty and performance bond, including the required performance bond form, found in the contract bid documents or main terms of the contract.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 – including current revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

16. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance and/or submit evidence of subcontractor's compliance, at all tiers.

17. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

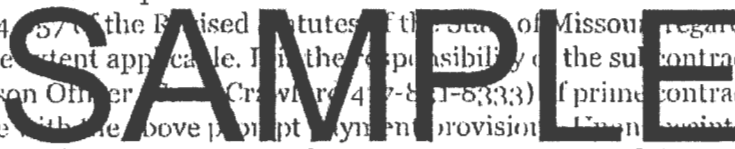
In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly

and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

18. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s) work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with Section 34.057 of the Revised Statutes of the State of Missouri regarding prompt payment, to the extent applicable. It is the responsibility of the subcontractors to notify City' DBE Liaison Officer (Crawford 417-831-5333) of prime contractor noncompliance with the above prompt payment provision. Upon receipt of such notification, City will investigate and take appropriate action. Such investigation may include meeting with both the prime contractor and the subcontractor.



The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, City may, at its sole discretion, take any or all of the following actions:

1. Assess of liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or
3. Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or
4. Any other action authorized for enforcement of provisions of this agreement.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Columbia Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SUBSTANCE ABUSE

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Missouri, or City of Columbia Missouri, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and to review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before the contract is awarded and to submit the Management Information System (MIS) reports before contract award to the City project manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before award a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt an approved Policy Statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

21. VETERANS PREFERENCE

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party

contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. PROHIBITED INTERESTS

No, member, officer, or employee of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

23. EMPLOYEE PROTECTION

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, Contractor shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. Code regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

24. PRIVACY ACT REQUIREMENTS

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

RFQ: 119/2018
Gasoline and Diesel Fuel
Addendum No.1
Released: 11/19/18



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFQ: 119/2018 Gasoline and Diesel Fuel

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

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

- 1.) Section 2.8 of the RFQ has been updated with corrected information for Boone County.
- 2.) Exhibit C, quantities for Boone County have been updated.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

**NOTICE TO BIDDERS
ADDENDUM #2
RFQ #119/2018
GASOLINE AND DIESEL FUEL**

Bidders shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid response.

The following information shall be referred to as part of the bid response/Contract Documents.

The following questions have been submitted to the City of Columbia regarding this bid. The answers are noted below.

No.	Question	Answer
1	What is the DBE goal for this bid?	0
2	Is a bid bond or a performance bond required for this contract?	No, it is not.
3	Will the opening be public? What will be read aloud at the opening?	Yes, the bid opening will be public. The prices on each line item will be read at the opening.
4	Have any addendums been released?	Addendum #1 has been released and this is Addendum #2.
5	When is the anticipated award date?	To be determined. Ideally, before the end of December 2018.
6	When is the first board meeting after the bid opening?	Unknown if there will be a physical meeting of a committee or board.
7	Will a decision be made at the board meeting or sometime before then?	Refer to question #6.
8	Will you split loads between different locations on 1 truck?	We do not split truck loads between locations.
9	Will you combine loads of gas and diesel to one location on the same truck?	We do split fuel types on a single load, if the volume requires us to do so.
10	A FOIA request was sent to you, when will we be receiving this information?	This information has been sent.
11	For the locations at the Wastewater Plant, Public Works, and Sheriff's Office (all 6,000 gal tanks) could you please confirm if they could hold a large 18 wheeler transport truck or do these tanks need to be delivered with a smaller jobber truck?	No, 7,000 gallons is minimum for transport for the referenced City locations. The Sheriff's Department will need serviced with a Tankwagon truck due to limited space

	that will not accommodate a Transport Truck. The other areas on the County section of the bid are serviced by a Tankwagon.
--	--

The following changes/corrections have been made to the bid document:

- Usage amounts for Grissum is 272,000 gallons of unleaded and 363,000 gallons of diesel.
- The airport has the following tanks:
 - Diesel
 - (1) 5,000 Gallon
 - (2) 1,000 Gallon
 - (1) 300 Gallon
 - Unleaded
 - (1) 1,000
- The address for the Columbia School District is:
 - 1818 W. Worley
 - Columbia, MO 65203
 - Phone: 573-214-3713

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Proposal No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____

EXHIBIT B
CONTRACTOR'S RESPONSE

REQUEST FOR QUOTATION
119/2018 – GASOLINE AND DIESEL FUEL
FOR THE
CITY OF COLUMBIA, MISSOURI



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

MIKE GUILFORD
FLEET MANAGER
PUBLIC WORKS

JANET FRAZIER
INTERIM DIRECTOR OF FINANCE

SOPHIE HEIDENREICH
PROCUREMENT OFFICER
(573) 874-7687

Request For Quotation No. 119/2018
Closing Date: 2:00 p.m. CST, Tuesday, December 11, 2018

1. INTRODUCTION

1.1 PURPOSE

The City of Columbia seeks bids from qualified bidders to provide gasoline and diesel fuel to multiple City locations, and other members of this cooperative contract, as needed and as requested.

2. GENERAL REQUIREMENTS

2.1 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
11/27/2018	Close of written Requests for Additional Information
12/11/2018	Request for Quotation is due by 2:00 p.m. CST
1/1/2019	Contract effective date
The above dates are target dates and may change.	

2.2 TERM

The City of Columbia desires to enter into a one year contract with four (4) one year renewal options. Each option is exercisable at the sole discretion of the City of Columbia and other Cooperative members.

2.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUOTATION

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Melissa Pasley, Senior Procurement Officer, Purchasing Division
 Phone: (573) 817-5005
 E-mail: Melissa.Pasley@CoMo.Gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An addendum to this RFQ providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. November 27th, 2018.

This written Request for Additional Information will take place of the normal pre-proposal conference.

2.4 PAYMENT TERMS

Bidder shall indicate payment terms.

2.5 TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the following:

- Missouri Road Tax (currently 17 cents)
- Federal Oil Spill Tax (currently 0.00214 cents)
- Federal LUST Fee (currently 0.0010 cents)
- Missouri State Agriculture Ins (currently 0.0007 cents)
- Missouri State Transportation Load (currently 0.0025 cents)

2.6 CONTRACT ADMINISTRATION CONTACT

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

2.7 TEST REPORTS

The Contractor shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

2.8 COOPERATIVE CONTRACT

Cooperative members include:

City of Columbia, 701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Heidenreich, Procurement Officer
573-874-7687, Sophie.Heidenreich@CoMo.Gov

Boone County, 601 E. Walnut, Columbia, MO 65201
Contact: Melinda Bobbitt, Purchasing Director
573-886-4391, MBobbitt@BooneCountyMO.org

Columbia School District, 6006 W. Van Horn Tavern Rd., Columbia, MO 65203
Contact: Dana Reynolds, Purchasing Agent
573-214-3770, DReynolds@cpskd2.org

2.9 SAMPLE CONTRACT

Bidder must refer to Attachment A, Sample Contract for additional terms and conditions.

3. SCOPE OF WORK

Firm shall provide gasoline and diesel fuel to the City of Columbia, and other members of the Cooperative, as needed and as requested.

3.1 QUANTITIES/LOCATIONS

Bidder shall refer to Exhibit C for information regarding the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. The Contractor shall be responsible for furnishing tanks of 500 gallons or less for the Cooperative's use, if not user owned, at no additional cost.

4. BIDDER INSTRUCTIONS / EVALUATION AND AWARD

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

All bids shall be quoted FOB Destination, to include delivery charges to destination points as listed herein.

It is the Bidder's sole responsibility to provide all information requested in the bid document. Failure to provide all requested information may be cause for rejection of bid.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia and other participating agencies.

The bidder shall provide a current W-9 using any of the following methods: by uploading and attaching to bid response; by emailing the W-9 to the buyer named on the cover page of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65205.

The City's Purchasing Agent may, at any time, by written order, make changes within the general scope of this contract in a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable

adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

PRICING PAGE

To furnish all labor, materials, and services necessary to complete the work described in this bid document, state firm fixed unit pricing for the items in the following table. Delivery shall be included in the price stated below. Pricing shall be quoted a firm price markup over daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri. All bids shall be net before taxes (Federal, State, or City).

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE (per gross gallon)
1	No. 2 Ultra Low Sulfur Distillate Transport load, minimum 7,000 gallons	1	+ .0103
2	No. 2 ULS Distillate Tank truck load, minimum 1500 gallons	1	+ .2148
3	No. 2 ULS Distillate Less than tank truck load	1	+ .2832
4	No. 1 ULS Distillate Transport load, minimum 7,000 gallons	1	+ .0103
5	No. 1 ULS Distillate Tank truck load, 1,500 gallons	1	+ .2148
6	No. 1 ULS Distillate Less than tank truck load	1	+ .2832
7	No. 2 ULS <u>RED</u> Distillate Transport load, 7,000 gallons	1	+ .0100
8	No. 2 ULS <u>RED</u> Distillate Tank truck load, 1,500 gallons	1	+ .2145

9	No. 2 ULS <u>RED</u> Distillate Less than tank truck load	1	+ 3045
10	Unleaded gasoline Transport load, minimum 7,000 gallons	1	0292
11	Unleaded gasoline Tank truck load, minimum 1,500 gallons	1	+ 1648
12	Unleaded gasoline Less than tank truck load	1	+ 2770
13	Unleaded gasoline containing 10% Ethanol Transport load, minimum 7,000 gallons	1	+ 0112
14	Unleaded gasoline containing 10% Ethanol Tank truck load, minimum 1,500 gallons	1	+ 2052
15	Unleaded gasoline containing 10% Ethanol Less than tank truck load	1	+ 2415
16	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.) State product name for additive quoted: <u>Schaeffer</u>	1	+ 0150
17	<p>BIO DIESEL: Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate Fuel product markup price and include as an attachment to this pricing section in your bid response.</p> <p>The City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery.</p> <p><small>We can provide this service as part of this contract. We have a supplier of B00 in Jefferson City, MO that will be able to supply us with any blend requested. For B2, it will be an additional + 0350 per gallon, for B5, it will be an additional + 0500 per gallon, for B10, it will be an additional + 0750 per gallon, and for B20, it will be an additional + 1250 per gallon.</small></p>		

18 Bidders shall describe their policy for credit on contaminated fuel deliveries. (i.e. if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?)

If the contamination was due to our error, we would remove the contaminated material and replace

all of it at our expense. We would not credit anything on invoices, just replace in full

19 The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders shall indicate whether they are able to provide this option and if so, include as an attachment to their bid response explaining in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative, any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.

**See attached Forward Purchasing Agreement Process*

***We will not participate in any remote monitoring of tanks for automatic delivery of this bid*

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia. 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. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

BIDDERS SIGNATURE:

FIRM: Petroleum Traders Corporation
INDIVIDUAL: *Gayle Newton*
TITLE: Gayle Newton, Contract Sales Manager
ADDRESS: 7120 Pointe Inverness Way Fort Wayne, IN 46804
PHONE: 889-837-7661
DATE: 12/7/2018

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Petroleum Traders Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 7120 Pointe Inverness Way	Requester's name and address (optional)
	6 City, state, and ZIP code Fort Wayne, IN 46804	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5	-	1	4	6	2	2	2	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Gayle Newton* Date ▶ 12/7/2018

Gayle Newton, Contract Sales Manager

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> • Corporation 	Corporation
<ul style="list-style-type: none"> • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> • Partnership 	Partnership
<ul style="list-style-type: none"> • Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.
Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

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

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

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

EXHIBIT C
ESTIMATED ANNUAL FUEL USAGE

CITY OF COLUMBIA

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEADED
Grissum Building 1313 Lakeview Ave	BG AG	Diesel (2) 10,000 Unleaded (1) 10,000 All city owned	Y	Electric	N	500,000	235,000
Power Plant 1501 Bus Loop 70E	AG	Diesel (1) 1,000 Generators at least twice per year	Y	Electric	N	6,000	
Wastewater Plant 4900 W. Gillespie	BG BG	Diesel (1) 5,929 Unleaded - 460 Gallons (All City Owned)	MONITORING	All Electric	N	40,000	14,000
Airport 11381 S. Airport Dr.	6,000 BG All others AG	Diesel (1) 6,000 (2) 1,000 (1) 300 Unleaded (1) 1,000 (All City Owned)	ALL YES	All Electric	N	11,318	1,926
Landfill 5700 Peabody Rd.	AG	Diesel (1) 12,000 Unleaded (1) 2,000 (All City owned)	Y	Electric	N	150,000	4,000
Parks and Recreation 1507 Bus Loop 70W	AG	Diesel (1) 2,000 Unleaded (1) 2,000 (City Owned) Premium (1) 300 (vendor supplied)	Y Y Y	Electric Electric Gravity	N N Y	18,000	30,000
L.A. Nickell Golf Course 1900 Parkside Dr.	AG	Diesel (off road red dye) (1) 560 Unleaded (1) 560 (Vendor supplied)	Y	Electric	N	3,000	3,000
Lake of Woods Golf Course 6700 St. Charles	AG	Diesel (off road red dye) (1) 500 Unleaded (1) 560 (Vendor Supplied)	Y	Electric	N	2,500	3,000
CITY TOTAL						730,818	290,926

BOONE COUNTY

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAIN- MENT	PUMP STYLE	ELEVATING STAND	ANNUAL USAGE - GALLONS	
						DIESEL	UNLEA- DED
Road and Bridge Dept. 5551 S Tom Bass Rd., Columbia, MO 65201	BG	Unleaded - 6,000 Gallons Diesel - 12,000 Gallons				75,000	22,000 (10% Ethanol)
Road and Bridge Dept. - 5551 S Tom Bass Rd. Columbia, MO 65201	AG (No ethanol premium)	560 Gallons	Y	Gravity	Y		1,200
Hallsville Facility - 780 E. Hwy 141, Hallsville, MO 65255		Unleaded - 3,000 Gallons Diesel - 12,000 Gallons	N	Electric	N	12,000	6,000 (10% Ethanol)
Wren - 14351 Route DD, Ashland, MO 65010	AG	300 Gallons	Y	Gravity	Y	6,000	
Ashland City Maintenance Facility - 500 Commerce Drive, Ashland, MO 6501	AG	560 Gallons	Y	Gravity	N	10,000	
Oakland Gravel Facility - 5501 At Oakland Gravel Rd., Columbia, MO 65202	AG	560 Gallons	Y	Electric	N	10,000	
Sheriff Dept 2121 County Drive, Columbia, MO	BG						100,000 (10% Ethanol)
Emergency Communications Center, 2145 County Drive Columbia, MO	Generator Tanks					1,000	
COUNTY TOTAL:		34,980				114,000	129,200

COLUMBIA PUBLIC SCHOOLS

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn, 3511 Route PP Facilities & Construction Services, 5909 Parts Rd.			Diesel: 20,000 gallon tank Diesel: 560 Gallon tank; Unleaded: 850 Gallon tank; Unleaded: 1,700 Gallon tank
TOTALS:	500,000	50,000	

**TERM & SUPPLY CONTRACT FOR
SUPPLY OF GASOLINE AND DIESEL FUEL**

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

WITNESSETH:

WHEREAS, City has need for a contractor to provide gasoline and diesel fuel to multiple City locations, as needed and as requested;

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

WHEREAS, City wishes to purchase, and Contractor wishes to provide gasoline and diesel fuel to multiple City locations on a term and supply basis pursuant to the terms and conditions set forth herein.

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

1. **DEFINITIONS**

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean the provision and delivery of gasoline and diesel fuel to multiple City locations as needed and as requested, the details of which are more fully described in the City's Request for Quotation, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response dated _____, attached hereto as **Exhibit B** and made a part of this Agreement.

2. **CONTRACTOR RESPONSIBILITIES**

2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.

2.2. **Pricing.** The prices for Services will be set by the Contractor's Pricing Guide in **Exhibit C**.

2.3. **Billing & Receipts.**

(a) *Billing.* Contractor will invoice the City in writing for all Services rendered on each Purchase Order, no later than thirty (30) days after Services were completed for that Purchase Order, and at prices consistent with the Contractor Pricing Guide, in **Exhibit C**, that were in effect at the time Services are rendered.

(b) *Payment Receipts.* Once invoices have been paid for Services, Contractor shall provide City with "duplicates" of those paid invoices, date stamped "paid" and with the off-road statement signed by the Contractor's agent. City will forward these receipts to its Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, MO 65201, so City can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off road use.

(c) *Fuel Delivery Receipts.* Contractor shall use delivery receipts for fuel that show the appropriate purchase order number authorizing the delivery. All fuel delivery receipts must be signed by a City employee.

2.4. **Test Reports.** Contractor agrees to provide certified laboratory tests for each fuel product, as requested by City in writing. If City requests a lab test to be performed, then Contractor will perform the test and may invoice the City for the costs of the tests consistent with the prices provided in Contractor's Response in **Exhibit B**.

2.5. **Workmanship & Warranty.**

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

(b) *Warranty on Quality.* Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition; (2) fuel shall conform to the specifications in the Contract Documents; and, (3) fuel delivered shall match the fuel specified in the purchase order. City shall not be required to pay, or shall be reimbursed by Contractor if already paid, for fuel that does not meet the warranty provided for in this Agreement. Further, Contractor

agrees to remove such fuel at no cost to the City and Contractor will be liable for any damage caused by non-conforming fuel.

- 2.6. **Delivery.** Delivery shall be made within twenty-four (24) hours after Contractor receives a written purchase order from the City. Contractor shall provide a contact person and phone number through whom deliveries will be made. Contractor shall also provide a contact person who can be reached twenty-four (24) hours per day, seven (7) days per week during an emergency. In case of emergencies, fuel must be delivered by no later than six (6) hours after notification by City to Contractor.
- 2.7. **Quantities/Locations.** Contractor shall refer to Exhibit A for information regarding the delivery locations covered by this contract. Also shown in Exhibit A is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimated only, based on past usage, and City reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of five hundred (500) gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the City. The Contractor shall be responsible for furnishing tanks of five hundred (500) gallons or less for City's use, if not user owned, at no additional cost.

3. CITY RESPONSIBILITIES

- 3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- 3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.
- 3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track

of the Services under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded and thus provide City with an opportunity to determine whether City wishes to increase the amount of the purchase order.

4. **TERM AND TERMINATION**

4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to renewal for successive one (1) year terms based upon agreement by both parties as to pricing and part service. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.

4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice to default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

4.3. **Termination for Convenience.** City may terminate this Agreement, in whole or in part, at any time by written notice to Contractor when it is in City's best interest. This termination goes into effect upon Contractor's receipt of written notice.

5. **INSURANCE**

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

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

- (b) Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (c) Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- (d) Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- (e) The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- (f) The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- (g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain

coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

6. MISCELLANEOUS

- 6.1. **Federal Transit Administration Terms.** This Agreement shall be governed by the requirements established by the Federal Transit Administration Terms attached hereto and fully incorporated herein as **Exhibit D**.
- 6.2. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising, by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 6.3. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.4. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.5. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a

condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

- 6.6. **General Laws.** Contractor shall comply with all other federal, state and local laws, rules, regulations and ordinances.
- 6.7. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

With a Copy To:

City of Columbia, MO
Public Works
ATTN: Fleet Manager
P.O. Box 6015
Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.8. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer,

property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

- 6.9. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding, upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.10. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Quotation
- B Contractor's Response
- C Contractor Pricing Guide
- D Federal Transit Administration Terms

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above, however, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in any Contract Documents

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY: CITY OF COLUMBIA, MISSOURI

BY:
Cale Turner, Purchasing Agent

APPROVED AS TO FORM:

By:
Nancy Thompson, City Counselor/jc

CONTRACTOR:

BY:
PRINTED
NAME:

TITLE

DATE

ATTEST:

BY:

TITLE:

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA current version – example (23 dated October 2016) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be

made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. TERMINATION

(1) Termination for Convenience (General Provision): City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(4) Opportunity to Cure (General Provision): City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

If it is further the policy of City to promote the development and increase the participation of businesses owned and controlled by disadvantaged, DBE involvement in all phases of City procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City' Disadvantaged Business Enterprise Program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City and will be submitted to City upon request.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration

regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

8. ENVIRONMENTAL REQUIREMENTS

Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water

Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the City. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. *Environmental Protection.* Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environment Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Air Quality

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

c. For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands. Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects Contractor agrees that if the project should cause adverse environmental effects, Contractor will take all reasonable steps to

minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

9. ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions.
(If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does require the inclusion of these requirements in subcontracts.

10. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to City of Columbia if it learns that a person involved in a covered transaction has been excluded. City of Columbia must then provide written notice to the Federal Transit Administration.

12. BREACHES AND DISPUTE RESOLUTION

See City's contract terms.

13. RIGHT OF PROTEST

1. General: A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within five (5) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement. Contractor agrees to the following protest procedures.

- a. FTA will only review protests regarding the alleged failure of the City to have a written protest procedure or an alleged failure of the City to follow the procedure.
- b. The time for filing a protest with FTA is not later than five (5) days after a final decision is rendered under the City's protest procedure.
- c. The City shall not award a contract for five (5) days following its decision on a bid protest involving a contract funded by FTA. After the five (5) days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.

2. Subject of Protest: Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

3. Form: The written protest shall include, at a minimum, the following:

- a. The name and address of the protester,
- b. Appropriate identification of the procurement,
- c. A statement of the reasons for the protest, and

- d. Any available exhibits, evidence or documents substantiating the protest.
4. Form to FTA: Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the City. The protest filed with FTA shall:
- a. Include the name and address of the protester,
 - b. Identify the Grantee (City of Columbia), project number, and the number of the contract solicitation,
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible, and
 - d. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.

5. Decision: The Purchasing Agent shall provide a written determination to the protester within five (5) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.

6. Stay of Purchase During Protest: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with solicitation or award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

An additional five (5) days following the City's decision on a protest is required by FTA. A complete copy of the FTA's "Bid Protest" procedures is available by contacting:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

7. Other Remedies: Contractors may seek remedy in Missouri state courts if they desire to do so.

14. BONDING REQUIREMENTS

For bonding requirements, refer to City' bonding requirements for bid guaranty and performance bond including the required performance bond form, found in the contract bid documents or main terms of the contract.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 – including current revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

16. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

17. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 119; and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly

and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

18. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s) work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with Section 34.057 of the Revised Statutes of the State of Missouri regarding prompt payment, to the extent applicable. It is the responsibility of the subcontractors to notify City' DBE Liaison Officer (Carol Crawford 417-831-8333) of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, City will investigate and take appropriate action. Such investigation may include meeting with both the prime contractor and the subcontractor.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, City may, at its sole discretion, take any or all of the following actions:

1. Assess of liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or
3. Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or
4. Any other action authorized for enforcement of provisions of this agreement.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Columbia Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SUBSTANCE ABUSE

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Missouri, or City of Columbia Missouri, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before the contract is awarded and to submit the Management Information System (MIS) reports before contract award to the City project manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before award a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt an approved Policy Statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

21. VETERANS PREFERENCE

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party

contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. PROHIBITED INTERESTS

No, member, officer, or employee of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

23. EMPLOYEE PROTECTION

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, Contractor shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

24. PRIVACY ACT REQUIREMENTS

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

RFQ: 119/2018
Gasoline and Diesel Fuel
Addendum No.1
Released: 11/19/18



CITY OF COLUMBIA, MISSOURI

**FINANCE DEPARTMENT
PURCHASING DIVISION**

**NOTICE TO BIDDERS
ADDENDUM #1 RFQ: 119/2018
Gasoline and Diesel Fuel**

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

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

- 1.) Section 2.8 of the RFQ has been updated with corrected information for Boone County.
- 2.) Exhibit C, quantities for Boone County have been updated.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm Petroleum Traders Corporation Date 12/7/2018

Signed 
Gayle Newton, Contract Sales Manager

RFQ: 119/2018
Addendum No.2
Released: 12/4/2018

	that will not accommodate a Transport Truck. The other areas on the County section of the bid are serviced by a Tankwagon.
--	--

The following changes/corrections have been made to the bid document:

- Usage amounts for Grissum is 272,000 gallons of unleaded and 363,000 gallons of diesel.
- The airport has the following tanks:
 - Diesel
 - (1) 5,000 Gallon
 - (2) 1,000 Gallon
 - (1) 300 Gallon
 - Unleaded
 - (1) 1,000
- The address for the Columbia School District is:
 - 1818 W. Worley
 - Columbia, MO 65203
 - Phone: 573-214-3713

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Proposal No. 119/2018. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm Petroleum Traders Corporation Date 12/7/2018

Signed 
Gayle Nowlon Contract Sales Manager



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

**NOTICE TO BIDDERS
ADDENDUM #2
RFQ #119/2018
GASOLINE AND DIESEL FUEL**

Bidders shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid response.

The following information shall be referred to as part of the bid response/Contract Documents.

The following questions have been submitted to the City of Columbia regarding this bid. The answers are noted below.

No.	Question	Answer
1	What is the DBE goal for this bid?	0
2	Is a bid bond or a performance bond required for this contract?	No, it is not.
3	Will the opening be public? What will be read aloud at the opening?	Yes, the bid opening will be public. The prices on each line item will be read at the opening.
4	Have any addendums been released?	Addendum #1 has been released and this is Addendum #2.
5	When is the anticipated award date?	To be determined. Ideally, before the end of December 2018.
6	When is the first board meeting after the bid opening?	Unknown if there will be a physical meeting of a committee or board.
7	Will a decision be made at the board meeting or sometime before then?	Refer to question #6.
8	Will you split loads between different locations on 1 truck?	We do not split truck loads between locations.
9	Will you combine loads of gas and diesel to one location on the same truck?	We do split fuel types on a single load, if the volume requires us to do so.
10	A FOIA request was sent to you, when will we be receiving this information?	This information has been sent.
11	For the locations at the Wastewater Plant, Public Works, and Sheriff's Office (all 6,000 gal tanks) could you please confirm if they could hold a large 18 wheeler transport truck or do these tanks need to be delivered with a smaller jobber truck?	No, 7,000 gallons is minimum for transport for the referenced City locations. The Sheriff's Department will need serviced with a Tankwagon truck due to limited space



**PETROLEUM TRADERS
CORPORATION**

7120 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

City of Columbia, MO
701 E. Broadway 5th Floor
Columbia, MO 65201

Subject: Bid Number: 119/2018
Test Reports

TEST REPORTS

The State of Missouri has their own department that will go to a site, listen to the problem the customer is having, stick tanks, take samples and do lab testing, and review with the customer their findings. There is absolutely no cost to the customer. The department to contact for this service is:

MO Department of Agriculture
Fuel Quality Program
1620 Missouri Blvd
P,O Box 630
Jefferson City, MO 65102
573-751-2922

If you have any questions, please contact us at 888-637-7661

Respectfully,

A handwritten signature in black ink, appearing to read "Gayle Newton". The signature is written in a cursive, flowing style with some loops and flourishes.

Gayle Newton, Contract Sales Manager



City of Columbia, Purchasing Division
701 E. Broadway, 5th Floor
Columbia, MO 65201

Subject: Bid Number: 119/2018
Fuel Futures

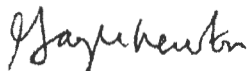
FORWARD PURCHASE AGREEMENT PROCESS

Petroleum Traders Corporation has experience in executing Forward Purchase Agreements (FPA). If at some point the City of Columbia is interested in converting a portion of our contract volume to an FPA, Petroleum Traders Corporation would be willing to do so. Minimum volume would be 42,000 gallons per month. Minimum term of the FPA would be one month. We can write FPA's for as long as two year periods.

Generally speaking, the procedure would involve the City of Columbia requesting a forward quote/indication. We would then get an approximate price for the time and volume range desired. If the price indication is in the range of interest, we would then advance to getting a firm price offer. Due to the market Volatility involved in forward markets, we customarily can leave those offers open to customer acceptance for a period of one hour. On occasion, we can make exceptions but that is the rule of thumb. The quote an acceptance period must take place on a normal business day during the available market hours for NYMEX futures (7:00AM to 11:30AM).

A separate contract would then be necessarily executed. If you have any questions, please feel free to contact us at 888-637-7661.

Respectfully,



Gayle Newton
Contract Sales Manager

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

SPECIFICATIONS FOR FUNGIBLE 15 ppm SULFUR DIESEL FUEL [N] CONTAINING UP TO 5%
RENEWABLE HYDROTREATED DIESEL FUEL GRADE 61

3.22.1

EPA Designation: MVNRLM, Motor vehicle diesel fuel, 15 ppm sulfur

Cancels Previous Issues of Grade 61

PRODUCT PROPERTY	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
[N]Renewable Fuel (volume %)			[N]5	
Gravity API	D287, D1298, D4052	30		
Flash Point, °F				
Pensky-Martin	D93	130		
Physical Distillation, °C(°F)	D86			5
50%			Report	
90%		282(540)	338(640)	
End Point			366(690)	
or Simulated Distillation, °C(°F)	D2887			5
50% recovered			Report	
90% recovered		300(572)	356(673)	
End Point			421(790)	
Color ASTM	D1500,D6045		2.5	
Color Visual		Undyed		
Viscosity, cSt @ 40°C (104°F)	D445	1.9	4.1	
Pour Point	D97, D5949, D5950, D5985			2
Cloud Point	D2500, D5771, D5772, D5773			2
Corrosion, 3 hrs. @ 50°C (122°F)	D130		1	
Total Sulfur, ppmwt	D2622, D5453 D7039, other		[W]10-11 14	Origin Delivery 3
Cetane Number	D613, D6890, D7170	40		4
Aromatics (Volume %)	D1319		31.7	
or Aromatics by Cetane Index	D976	40		
Ash, wt.%	D482		0.01	
Carbon Residue: Ramsbottom on 10% Bottom	D524		0.35	
BS&W, vol.%	D2709 or equivalent		< 0.05	
Thermal stability, 90 minutes				
150°C Pad rating, DuPont scale			7	
OR				
Thermal stability	D6468			
Y/Green		73%		
W Unit		65%		
OR				
Oxidation stability, mg/100 ml	D2274		2.5	
Haze rating @ 25°C (77°F)	D4176 Procedure 2		2	
Nace Corrosion Electrical	TM0172	B+ (Origin)		
Conductivity, pS/m @ 21°C(70°F)	D2624		250	

[W] December 2011 July 2012

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

SPECIFICATIONS FOR FUNGIBLE 15 ppm SULFUR DIESEL FUEL [N] CONTAINING UP TO 5% RENEWABLE HYDROTREATED DIESEL FUEL GRADE 61

3.22.2

Cancels Previous Issues of Grade 61

NOTES:

1. Additive requirements/restrictions - refer to section 3.2.
2. This schedule denotes the fluidity of the distillate at the time and place of origin.

Pour Point – August 1st through March 14th	Maximum: -18°C (0°F)
Pour Point – March 15th through July 31st	Maximum: -12°C (+10°F)
Cloud Point – August 1st through March 14th	Maximum: -9°C (+15°F)
Cloud Point – March 15th through July 31st	Maximum: -7°C (+20°F)

The referee method will be Pour point D97 and Cloud point D2500

3. Origin laboratory certifying sulfur content must qualify the test method used per EPA Performance based testing criteria (see CFR 80 584). The referee test method will be ASTM D5453.
4. Where cetane number by test method D613 is not available, test method D4737A can be used as an approximation.
5. Either physical or simulated distillation can be used. The referee test method will be ASTM D 86.
6. Downstream of Meridian Mississippi may contain up to 5% renewable diesel as defined in section 3.2.7
7. On line #17 may contain up to 5% Bio-Diesel (Colonial Grade 49). Locations affected: Griffin, Macon, South Macon, Americus, North Albany, South Albany, and Bainbridge.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

Colonial Pipeline Company

PRODUCT SPECIFICATIONS
3.3.1 CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806

Cancels Previous Issues of A grades

This CBOB may not be combined with any other CBOB except CBOB having the same requirement for oxygenate type and amount.
All parameters must be met after blending with denatured fuel ethanol unless noted.

ALL A GRADE REQUIREMENTS (SEGREGATED AND FUNGIBLE)

Product Property	ASTM Test		Test Results		Note
	Method	Minimum	Maximum		
Octane	RON	D2699	Report		
	MON	D2700	82.0		
	(R+M)/2		87.0		
Oxygen Content, weight %	D4815, D5599 GC-OFID		0.1		1,2,7
MTBE, vol.%	D4815, D5599 GC-OFID		Origin		7
			0.25		
			Delivery		
			0.50		
RVP (psi)	D5191				3
	<u>Grades</u>				
	A1,1A		8.8		
	A2,2A		10.0		
	A3,3A		12.5		
	A4,4A		14.5		
	A5,5A		16.0		

NOTES (Apply to Fungible and Segregated):

Heavy Metals are not allowed to be present.

Additive requirements/restrictions - refer to section 3.2.

This is a base gasoline, not for sale to the ultimate consumer.

Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted for shipment.

Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment.

The referee method will be based on a gas chromatograph test.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

April 2010

*Denotes Change

10

A Grade Page 1 of 2

Colonial Pipeline Company

**PRODUCT SPECIFICATIONS
CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

*3.3.2

Cancels Previous Issues of A grades

FUNGIBLE ONLY REQUIREMENTS:

Product Property	ASTM Test	Test Results		Note			
	Method	Minimum	Maximum				
Benzene (vol%)	D3606		4.9				
Color			Undyed				
Corrosion (Cu) 3 hrs @122°F (50°C)	D130		1				
Corrosion (Ag) 3 hrs @122°F (50°C)	D4814-04b Annex A1		1				
Doctor test	D4952		Negative (sweet)	5			
or							
Mercaptan sulfur, wt. %	D3227		0.002				
Existent Gum mg/100 ml	D381		4				
Gravity °API at 60°F	D287, D1298, D4052	Report		7			
Oxidation stability-minutes	D525	240					
Phosphorous, gms/gal	D3231		0.004				
Sulfur (ppmwt)	D2622		80	8			
	or equivalent						
Nace Corrosion	TM0172-2001	B+ (Origin)		7			
Volatility:							
Driveability Index	D4814		See Chart				
Distillation, °C (°F) @ %Evap.	D86						
Vapor/Liquid Ratio (V/L), °C (°F) @ 20	D5188 (See Note 6)			6			
		Driveability	10 vol%	50 vol%	90 vol%	End Pt.	*V/L
Grades		Index	Max	Min	Max	Max	Min
A1, A2		1250	70(158)	66(150) 121(250)	190(374)	221(430)	49(120)
A3		1230	60(140)	66(150) 116(240)	185(365)	221(430)	47(116)
A4		1220	55(131)	66(150) 113(235)	185(365)	221(430)	42(107)
A5		1200	50(122)	66(150) 110(230)	185(365)	221(430)	39(102)

1. All A grades may not contain oxygenates, such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited.
2. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods, ASTM D1319 and ASTM D 4815, may be used according to federal and state regulations.
3. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.
4. Reserved
5. Mercaptan Sulfur waived if fuel is negative by Doctor test.
6. Computer and Linear methods may be used to determine V/L value. D5188 will be the referee method.
7. Specifications must be met before blending of denatured fuel ethanol.
8. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.

April 2010

*Denotes Change

Mobil Diesel Fuels - Off Road

P1

Handle/Transport in closed or properly vented containers and systems, consistent with all applicable laws.
 Harmful or fatal if swallowed.
 Avoid breathing the vapors and skin contact.
 Do not wash down spills with water. Prevent all spills from reaching water.

Product Properties

	Ultra Low Sulfur No. 1-D	Ultra Low Sulfur No. 2-D
Color	Red	Red
Cetane No.	40 Min.	40 Min.
80% Distillation, °F Min./Max.	---/560	540/640
Viscosity, cSt @ 40°C. Min./Max.	1.3/2.4	1.9/4.1
Sulfur, ppm	15 Max.	15 Max.
Sulfur, Wt. %	--	--
Lubricity, HFRR, microns	520 Max.	520 Max.
Copper Strip Corrosion, 3 hr @ 50°C	No. 3 Max.	No. 3 Max.
Flash Point, °F	100 Min.	125 Min.
Cloud Point, °F, Summer	-26 Max.	20 Max.
Cloud Point, °F, Winter	-25 Max.	Meets ASTM D976
Carbon Residue (10% bottoms), Wt. %	.15 Max.	.35 Max.
Ash, Wt. %	0.01 Max.	0.01 Max.
Water & Sediment, Vol. %	0.05 Max.	0.05 Max.

Specifications

Mobil Diesel Fuels meet the following industry specifications:	Ultra Low Sulfur No. 1-D	Ultra Low Sulfur No. 2-D
ASTM D 976	X	X

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11-2006

ExxonMobil Fuels Marketing
 3225 Gallows Rd.
 Fairfax, VA 22037

800 662-4592



Due to continual product research and development, the information contained herein is subject to change without notification. Typical properties may vary slightly.

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BUCKEYE PARTNERS, L.P.
SPECIFICATIONS FOR ULTRA LOW SULFUR DIESEL #1 (ON ROAD)
GRADE 151 (EPA DESIGNATION: DMV1D015)

PRODUCT PROPERTY	ASTM TEST METHODS	TEST RESULTS		NOTE
		MINIMUM	MAXIMUM	
Appearance	White Bucket	Report		1
Gravity, API @ 60°F	D287, D1298 or D4052	37	51	
Color, at origin	D158, D6045	18		
at delivery		+16		
Corrosion, 2 hrs. @ 212°F	D130		1	
Cetane (Number or Index)	D976, D4737, D613, D6890	40		
Total Sulfur, ppm (at Origin)	D5453			
Receipt from Refinery			10.0	
Receipt from Connecting Pipeline			11.0	4,5
Doctor Test	D4952		Negative	
OR				
Mercaptan Sulfur, wt. %	D3227		0.003	3
Aromatics, vol. %	D1319		25	
Flash Point, °F	D56, D3828	123		
Distillation, °F	D86			
10% recovered		348	400	
50% recovered		Report		
90% recovered		Report	550	
95% recovered		Report		
End Point			572	
or Simulated Distillation, °C(°F)	D2887			
50% recovered			Report	
90% recovered		300(572)	358(673)	
End Point			421(790)	
Residue, %			1.5	
Loss, %			1.5	
Freezing Point, °F	D2386, D4305, D5901, D5972		-22	
Viscosity, cst. @ 104°F	D445	1.4	1.9	
Ash, wt %	D482		0.01	
Carbon residue, wt % on 10% bottom	D524		0.15	
Thermal Stability, 90 minutes				
150°C Pad rating	DuPont		7	
Burning Quality	D187	Report		
Electrical Conductivity	D2624	Report		2
Additives		Report		2
NACE	TM0172-2001	B+		6

NOTES:

- Product shall be clear (referring to clarity, not color) and bright and free of suspended matter, and must not exhibit various shades of green, blue or red.
- Only those additives accepted in Table 1 of this section will be permitted by Buckeye. Use of all additives must be approved by Buckeye prior to shipment and must be reported on the Certificate of Analysis and Preshipment Fax of Key Properties.
- Mercaptan Sulfur waived if fuel is negative by Doctor test.
- This product is for On-Road use and should be designated as such in the EPA's Designate and Track reporting system (DMV1D015).
- Sulfur level at delivery will vary depending upon the origin and delivery location.
- All products (except aviation grades 152, 153, 155 and 182) must meet a minimum level of corrosion protection, indicated by a minimum rating of B+ as determined by NACE Standard Test Method TM0172-2001 (Determining Corrosive Properties of Cargoes in Petroleum Product Pipelines).
- Biofuel Components (e.g. biodiesel) are not permitted in this product.

SPECIFICATIONS FOR DENATURED FUEL ETHANOL

Product 83 (1) (2) (3) (4) (5)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Octane	D-2699 D-2700	114	
Sulfur, ppm	D-5453		10 (5)
Benzene, vol%	D7576-10		0.06 (5)
Olefins, vol%	D7347-07e1		0.5 (5)
Aromatic Hydrocarbons, vol%	D7576-10		1.7 (5)
Acidity (as acetic acid), mass% (mg/L)	D-1613-96		0.007 (56)
Appearance		Clear and Bright	
Copper content, mg/kg, max	D-1688-95 (modified)		0.1
Denaturant content, vol%		1.96	5.00
Nonvolatile matter, mg/100 ml	D-1353		5
Ethanol content, vol%	D-5501-94(1998)e1	94.36	
Inorganic Chloride content, mass ppm (mg/L) max	D-512 (modified)		40 (32)
Methanol, vol%	(GC)		0.5
Solvent-washed gum, mg/100ml	D-381-00, air jet apparatus		5.0
pHe	D-6423-99	6.5	9.0
Water content, mass % (vol%)	E-203-96 or E-1064-00		1

- (1) Product 83 is a terminal inventory control code, not a pipeline product code.
- (2) Product may not be denatured, wholly or partially, with MTBE.
- (3) In addition to above KMEP specifications, product must meet ASTM D-4806 latest revision.
- (4) This specification is for community ethanol tankage intended for terminal rack blending. Neat or blended ethanol is not pumped in KMEP's pipeline system
- (5) California terminals only.

SPECIFICATION FOR
FUNGIBLE CONVENTIONAL PREMIUM GASOLINE
PRODUCT CODE 22

"This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area."

Specification Points	Test Method	Shipments				Deliveries (1)
		A		B	C	
Gravity, API	D-287			Report		
Volatility Class, (2)						
Vapor Pressure, psi max.(3)		8.5	9.0	10.0	11.5	13.5
Distillation	D-86					At or below legal limit
10% Evap., °F max.		158	158	149	140	131
50% Evap., °F min.		170	170	170	170	170
50% Evap., °F max.		250	250	245	240	235
90% Evap., °F max.		374	374	374	365	365
End Point, °F max.		430	430	430	430	430
Vapor:Liquid Ratio of 20:1 °F min. (4)	D-2533	133	133	124	124	116
mg/100 ml,max.	D-381				4	
Oxidation Stability, minutes, min.	D-525				300	240
Octane Numbers						
Research, min.	D-2699				Report	
Motor, min	D-2700				Report	
(R+M)/2, min. (5)					92.0	
Mercaptan Sulfur, % max.(6)	D-3227				0.0020	
Corrosion, 3 hr. @ 122°F max.	D-130				1	
Acidity	D-1093				Negative	
Benzene, wt. %, max.	D-3606, D-4053				4.9	
Sulfur, wt. % max.	D-2622				0.10	
Lead, g/gal., max.	D-3229				0.010	0.030
Phosphorous, g/gal. max.	D-3231				0.003	0.004
Oxygen Content, wt. % max (7)	D-4815				2.7	
Color					Undyed	
Rust Test, NACE, Spindle Rating Min.	TM-0172-86				B+	
Inhibitors (8)					Report	
Detergents (9)					None	
Odor (10)					Non-offensive	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2019

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

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

PRODUCER Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802	CONTACT NAME: Renee Riles PHONE (A/C, No., Ext): 260-424-4150 FAX (A/C, No.): 260-424-4187 E-MAIL ADDRESS: rriles@lupkerice.com														
INSURED Petroleum Traders Corporation Petrol International Corp 7120 Pointe Inverness Way Fort Wayne IN 46804	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Certain Underwriters at Lloyd's</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters at Lloyd's		INSURER B: Ohio Security Insurance Company	24082	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Certain Underwriters at Lloyd's															
INSURER B: Ohio Security Insurance Company	24082														
INSURER C: Evanston Insurance Company	35378														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 1491093981 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ENVP0000199-18	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENVP0000199-18	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENVX0000164-18	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	XWS(19)59069451	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	2nd Layer Excess Liability			MKLV2EFX100222	9/1/2018	9/1/2019	Each Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Columbia and it's elected officials and employee's are an additional insured under the general liability and automobile liability per form GAP1028 06/16 when required in a contract or agreement. Coverage is primary and non-contributory under the general liability and automobile per form GAP1005 06/16 when required in a contract or agreement. A waiver of subrogation applies to the general and automobile liability per form GAP1030 06/16 and to the workers compensation per form WC000313 04/84 when required in a contract or agreement.
 Excess liability is following form

CERTIFICATE HOLDER City of Columbia, Missouri 701 E Broadway, 5th Floor Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Company ID Number: 53819

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Petroleum Traders Corporation (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 53819

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

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

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

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 53819

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

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

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 53819

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

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

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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.

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.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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 Operations at 888-464-4218.

Employer - Petroleum Traders Corporation

Jane I Thomas

Name (Please type or print)

Title

Electronically Signed

09/13/2007

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 53819

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

09/13/2007

Signature

Date

Company ID Number: 53819

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM	
Information relating to your Company:	
Company Name:	<u>Petroleum Traders Corporation</u>
Company Facility Address:	<u>7120 Pointe Inverness Way</u> <u>Fort Wayne, IN 46804</u>
Company Alternate Address:	<u> </u> <u> </u> <u> </u>
County or Parish:	<u>ALLEN</u>
Employer Identification Number:	<u>351462227</u>
North American Industry Classification Systems Code:	<u>424</u>
Parent Company:	<u> </u>
Number of Employees:	<u>100 to 499</u>
Number of Sites Verified for:	<u>1</u>
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.	
• INDIANA	1 site(s)

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

Name:	Cawanna M Wadley	
Telephone Number:	(260) 432 - 6622 ext. 6380	Fax Number: (260) 207 - 6380
E-mail Address:	cwadley@petroleumtraders.com	
Name:	Jen I Bynum	
Telephone Number:	(260) 432 - 6622 ext. 5808	Fax Number: (260) 469 - 5808
E-mail Address:	jenbynum@petroleumtraders.com	

EXHIBIT D
FEDERAL TRANSIT ADMINISTRATION TERMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA current version – example (23 dated October 2016) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be

made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. TERMINATION

(1) Termination for Convenience (General Provision): City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(4) Opportunity to Cure (General Provision): City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

If is further the policy of City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City' Disadvantaged Business Enterprise Program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City and will be submitted to City upon request.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration

regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

8. ENVIRONMENTAL REQUIREMENTS

Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water

Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the City. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. *Environmental Protection.* Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environment Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Air Quality

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

c. For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands. Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects Contractor agrees that if the project should cause adverse environmental effects, Contractor will take all reasonable steps to

minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

9. ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)¹, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)¹, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions.
(If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does require the inclusion of these requirements in subcontracts.

10. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to City of Columbia if it learns that a person involved in a covered transaction has been excluded. City of Columbia must then provide written notice to the Federal Transit Administration.

12. BREACHES AND DISPUTE RESOLUTION

See City's contract terms.

13. RIGHT OF PROTEST

1. General: A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within five (5) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement. Contractor agrees to the following protest procedures.

a. FTA will only review protests regarding the alleged failure of the City to have a written protest procedure or an alleged failure of the City to follow the procedure.

b. The time for filing a protest with FTA is not later than five (5) days after a final decision is rendered under the City's protest procedure.

c. The City shall not award a contract for five (5) days following its decision on a bid protest involving a contract funded by FTA. After the five (5) days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.

2. Subject of Protest: Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

3. Form: The written protest shall include, at a minimum, the following:

a. The name and address of the protester,

b. Appropriate identification of the procurement,

c. A statement of the reasons for the protest, and

- d. Any available exhibits, evidence or documents substantiating the protest.
4. Form to FTA: Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the City. The protest filed with FTA shall:
- a. Include the name and address of the protester,
 - b. Identify the Grantee (City of Columbia), project number, and the number of the contract solicitation,
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible, and
 - d. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.
5. Decision: The Purchasing Agent shall provide a written determination to the protester within five (5) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.
6. Stay of Purchase During Protest: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with solicitation or award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

An additional five (5) days following the City's decision on a protest is required by FTA. A complete copy of the FTA's "Bid Protest" procedures is available by contacting:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

7. Other Remedies: Contractors may seek remedy in Missouri state courts if they desire to do so.

14. BONDING REQUIREMENTS

For bonding requirements, refer to City' bonding requirements for bid guaranty and performance bond, including the required performance bond form, found in the contract bid documents or main terms of the contract.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 – including current revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

16. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

17. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly

and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

18. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with Section 34.057 of the Revised Statutes of the State of Missouri regarding prompt payment, to the extent applicable. It is the responsibility of the subcontractors to notify City' DBE Liaison Officer (Carol Crawford 417-831-8333) of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, City will investigate and take appropriate action. Such investigation may include meeting with both the prime contractor and the subcontractor.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, City may, at its sole discretion, take any or all of the following actions:

1. Assess of liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or
3. Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or
4. Any other action authorized for enforcement of provisions of this agreement.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City of Columbia Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SUBSTANCE ABUSE

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Missouri, or City of Columbia Missouri, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before the contract is awarded and to submit the Management Information System (MIS) reports before contract award to the City project manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before award a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt an approved Policy Statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

21. VETERANS PREFERENCE

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party

contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. PROHIBITED INTERESTS

No, member, officer, or employee of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

23. EMPLOYEE PROTECTION

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, Contractor shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

24. PRIVACY ACT REQUIREMENTS

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 12th day of March 20 19

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

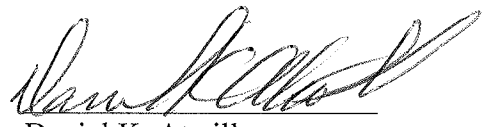
Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Facilities Maintenance to add funding to cover additional work for the Sheriff's Department.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6200	60100	Capital Repairs	Bldg Repairs/Main.		14,156
					14,156

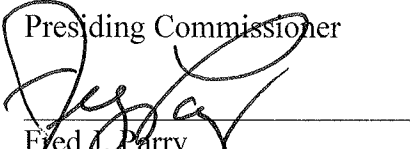
Done this 12th day of March 2019.

ATTEST:

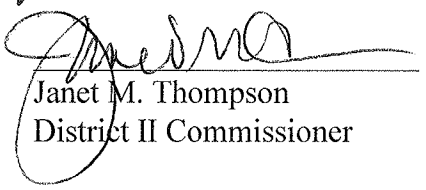
Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Dysart Painting LLC
1309 Rosebud St
Mexico, MO 65265
(573)721-1282
tim@dysartpainting.com

ESTIMATE

ADDRESS

Boone County Missouri

ESTIMATE # 1002

DATE 02/06/2019

ACTIVITY	AMOUNT
Services Stain and varnish doors at Sheriff's Offices 96 hours x \$50 Materials \$200	5,000.00
Services Provide and install 50 protective vinyl corners 4' X 1.5" 10 hours X\$50 Materials \$750	1,250.00
Services Provide and install 2 4'x8' protective vinyl sheets in parcel receiving area 4 hours x \$50 Materials \$450	650.00
Services Provide and install protective vinyl on side and backsplash of hall break cabinets 3 hours X \$50 Materials \$150	300.00
<hr/>	
TOTAL	\$7,200.00

Accepted By

Accepted Date

7,200.00 +
5,550.00 +
500.00 +
905.00 +
14,155.00 *

ESTIMATE JE602779-001

COLOR WORLD DBA DAVE GRIGGS'
 801 BUSINESS LOOP 70 EAST
 PO BOX 1761
 COLUMBIA, MO 65201
 (573) 449-2619 Fax (573) 442-5020

ESTIMATE Date 12/03/18

JE602779-001

CLIENT

BOONE COUNTY SHERIFFS DEPT.
 2121 COUNTY ROAD
 COLUMBIA, MO 65202

PROJECT

GRIND CONCRETE/REMOVE EMULSIFIED ADHESIVE
 REMOVE OLD ASPHALT ADHESIVE
 TAX EXEMPT SALE, MO 88888

Tele #1	JOB #	Salesperson 1	User Header Label 1
		TIM SABEL	
Job Phone	MODEL	Salesperson 2	User Header Label 2
	CHANGE ORDER		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
ALL LABOR	GRIND/REMOVALS				1.00 EA	5,550.00	5,550.00
ALL LABOR Sub Total:							5,550.00

QUOTE IS FOR UNFORESEEN CONCRETE WORK, GRINDING AREAS WHERE SLAB POURS MEET. THIS WAS UNFORESEEN BY BOONE COUNTY AND DGFA UNTIL REMOVAL OF OLD FLOORING. THIS WAS UNSEEN AND UNKNOWN AT THE PRE-BID WALK THROUGH.

REMOVE OLD EMULSIFIED AND MOLDED ADHESIVES, IN RECORDS ROOM AND TWO OTHER AREAS WHERE BOONE COUNTY INSTALLED CARPET TILE. EXTRA HOURS WERE REQUIRED IN ORDER TO PROPERLY "CLEAN" THE EFFECTED OLD ADHESIVES.

REMOVE OLD ASPHALT TILE ADHESIVE IN BREAKROOM, AND TWO AREAS IN JAIL, WHERE THE OLD BLACK MASTIC LEACHED INTO THE TOP LAYERS OF THE EXISTING CONCRETE. THIS REQUIRED EXTRA GRINDING TO REMOVE THE TOP LAYERS OF THE AFFECTED CONCRETE AND A CHANGE OF MOISTURE BARRIER MATERIALS (NO EXTRA COST) TO BE INSTALLED PER MANUFACTURERS INSTRUCTIONS.

JE602779-001	
Material	\$0.00
Service	\$5,550.00
Misc Charges	\$0.00
Sales Tax	\$0.00
Misc Tax	\$0.00
Total	\$5,550.00

ESTIMATE JE602888-001

COLOR WORLD DBA DAVE GRIGGS'
 801 BUSINESS LOOP 70 EAST
 PO BOX 1761
 COLUMBIA, MO 65201
 (573) 449-2619 Fax (573) 442-5020

JE602888-001

ESTIMATE Date 02/06/19

CLIENT

BOONE COUNTY SHERIFFS DEPT.
 2121 COUNTY ROAD
 COLUMBIA, MO 65202

PROJECT

MEDICAL RECORDS OFFICE
 CYNTHIA
 TAX EXEMPT SALE, MO 88888

Tele #1	JOB #	Salesperson 1	User Header Label 1
		TIM SABEL	
Job Phone	MODEL	Salesperson 2	User Header Label 2
	CHANGE ORDER 3		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
ALL LABOR	INSTALL CPT/BASE				1.00 EA	500.00	500.00
ALL LABOR Sub Total:							500.00

QUOTE IS FOR LABOR ONLY. ALL FLOORING MATERIALS ON SITE.

JE602888-001

Material	\$0.00
Service	\$500.00
Misc Charges	\$0.00
Sales Tax	\$0.00
Misc Tax	\$0.00

Total \$500.00

ESTIMATE JE602803-001

COLOR WORLD DBA DAVE GRIGGS'
 801 BUSINESS LOOP 70 EAST
 PO BOX 1761
 COLUMBIA, MO 65201
 (573) 449-2619 Fax (573) 442-5020

ESTIMATE Date 12/18/18

JE602803-001

CLIENT
 BOONE COUNTY SHERIFFS DEPT.
 2121 COUNTY ROAD
 COLUMBIA, MO 65202

PROJECT
 LOCKER ROOMS
 EXTRA BASE
 TAX EXEMPT SALE, MO 88888

Tele #1	JOB #	Salesperson 1	User Header Label 1
		TIM SABEL	
Job Phone	MODEL	Salesperson 2	User Header Label 2
	RUBBER BASE		

Area	Style/Item	Color/Desc	Manufacturer	W x L	Qty	Price	Total
LOCKER ROOM	JOHNSONITE DARK BROWN	4 1/2" RUBBER BASE			3.00 EA	132.00	396.00
LOCKER ROOM	COVE BASE ADHESIVE	MAPEI 30OZ TUBE	MAPEI		6.00 EA	4.98	29.88
LOCKER ROOM	INSTALL BASE				1.00 EA	480.00	480.00
LOCKER ROOM Sub Total:							905.88

JE602803-001

Material	\$425.88
Service	\$480.00
Misc Charges	\$0.00
Sales Tax	\$0.00
Misc Tax	\$0.00

Total \$905.88

**Fund Statement - Facilities and Grounds Maintenance Fund 610
(Internal Service Fund)**

	2017 Actual	2018 Budget	2018 Estimated	2019 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	1,530,248	1,376,271	1,357,268	1,834,311
Fines and Forfeitures	100	-	-	-
Interest	4,913	5,250	9,970	9,750
Hospital Lease	-	-	-	-
Other	686	-	327	-
Total Revenues	<u>1,535,947</u>	<u>1,381,521</u>	<u>1,367,565</u>	<u>1,844,061</u>
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	6,853	-	2,472	3,000
Total Other Financing Sources	<u>6,853</u>	<u>-</u>	<u>2,472</u>	<u>3,000</u>
Fund Balance Used for Operations	-	293,163	215,016	10,446
TOTAL FINANCIAL SOURCES	<u>\$ 1,542,800</u>	<u>1,674,684</u>	<u>1,585,053</u>	<u>1,857,507</u>
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 959,014	1,003,134	1,007,545	1,000,710
Materials & Supplies	75,624	107,450	90,892	94,940
Dues Travel & Training	-	3,500	-	-
Utilities	16,028	20,880	17,596	19,992
Vehicle Expense	19,357	21,988	16,345	19,833
Equip & Bldg Maintenance	213,429	301,100	285,600	451,976
Contractual Services	67,432	145,306	115,055	101,008
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	17,100	-	14,500
Other	34,949	39,795	40,510	48,224
Fixed Asset Additions	23,387	14,431	11,510	106,324
Total Expenditures	<u>1,409,220</u>	<u>1,674,684</u>	<u>1,585,053</u>	<u>1,857,507</u>
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	<u>\$ 1,409,220</u>	<u>1,674,684</u>	<u>1,585,053</u>	<u>1,857,507</u>
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 534,200	553,179	553,179	338,163
Less encumbrances, beginning of year	(1,098)	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	(113,503)	-	-	-
Fund Balance Increase (Decrease) resulting from operations	133,580	(293,163)	(215,016)	(10,446)
FUND BALANCE (GAAP), end of year	<u>553,179</u>	<u>260,016</u>	<u>338,163</u>	<u>327,717</u>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET FUND BALANCE, end of year	<u>\$ 553,179</u>	<u>260,016</u>	<u>338,163</u>	<u>327,717</u>
Net Fund Balance as a percent of expenditures	39.25%	15.53%	21.33%	17.64%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Boone County Sheriff's Department to budget for the current year JAG grant expenditures and revenue.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2538	3411	Justice Assistance Grant	Federal Grant Reimb		38,833
2538	23850	Justice Assistance Grant	Minor Equip & Tools		8,996
2538	92300	Justice Assistance Grant	Repl Equip		6,037
2538	71250	Justice Assistance Grant	Fed Grant Pmy to Subrecipient		23,300
2538	23001	Justice Assistance Grant	Printing		500
					77,666

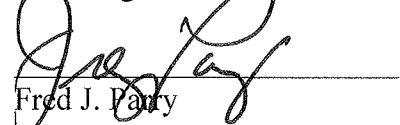
Done this 12th day of March 2019.

ATTEST:

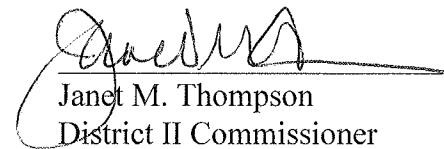
Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Fred J. Pary
 District I Commissioner



Janet M. Thompson
 District II Commissioner

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
PepperBall FTC Launcher	2	\$645.00	\$1,290	\$0	\$1,290
Forward Looking Infrared (FLIR) Scout TK	2	\$599.99	\$1,200	\$0	\$1,200
Stalker II DSR Dual Radar	1	\$2,935.66	\$2,936	\$0	\$2,936
Firearm Simulator Glock 22	10	\$55.00	\$550	\$0	\$550
Training Taser X26P	5	\$58.00	\$290	\$0	\$290
Firearm Simulator Remington 870	2	\$200.00	\$400	\$0	\$400
Firearm Simulator AR-15	5	\$200.00	\$1,000	\$0	\$1,000
Training Munitions Helmet PPE	15	\$179.60	\$2,694	\$0	\$2,694
Vortex Gen 2 HD Razor 3-18 x 50 Scope	2	\$2,477.98	\$4,956	\$1,855	\$3,101
IMPRES Battery Fleet Charger Interface	1	\$68.00	\$68	\$0	\$68
IMPRES Multi-Unit Charger	1	\$736.78	\$737	\$0	\$737

Handwritten annotations on the right side of the table:

- 23850 (next to PepperBall FTC Launcher)
- 92300 (next to Stalker II DSR Dual Radar)
- 23850 (next to Firearm Simulator Glock 22)
- 92300 (next to Vortex Gen 2 HD Razor 3-18 x 50 Scope)
- 23850 (next to IMPRES Battery Fleet Charger Interface)

Purpose Area #4

IMPRES Dual-Unit Rapid Rate Charger	1	\$350.63	\$351	\$0	\$351
IMPRES Battery Fleet Management Key	1	\$415.65	\$416	\$0	\$416
Total(s)			\$16,888	\$1,855	\$15,033

23850

Narrative

Budget Detail Worksheet and Budget Narrative:
 This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.
 Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.
 The County of Boone and the City of Columbia have an agreement pending due process that defines us as disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$15,533.20 (40%) of the total \$38,833.00 local award. The City of Columbia will receive the balance of \$23,299.80 (60%).
 Boone County and the City of Columbia are aware the allocation is \$38,833.00. We are aware a match is not required. The City of Columbia included \$1,399.20 to expand justice funds to purchase the radios listed in the budget. The County of Boone included \$1,853.46 to expand justice funds to purchase the camera, rifle plate system and rifle optics program listed in the budget.
 The funds will be allocated for the following items under the category of equipment or supplies due to our local capitalization policy for classification of equipment and supplies. Costs for the equipment listed below were obtained from our current contract holder using existing competitively bid cooperative contract pricing and vendor quotes.
Boone County Sheriff's Department PepperBall Launcher Program:
PepperBall FTC Launcher: The Boone County Sheriff's Department Jail is a 246 bed facility. Over the last decade the number of detainees pending trial for felonies has greatly increased, including violent felonies, while those in custody for misdemeanors has decreased. Jail staff need access to multiple tools when faced with a situation, among those tools is the less lethal pepperball launcher. The less lethal pepperball launcher allows detention officers to effectively handle situations involving combative detainees while keeping staff safer. The Boone County Sheriff's Department has 2 pepperball launchers that were placed into service in 2001. The current pepperball launchers are no longer in production, spare parts are in very limited supply or no longer made. The reliability of the launchers is suspect and it is increasingly difficult to keep them operational. If approved the department would like to utilize monies from the Justice Assistance Grant to purchase 2 PepperBall FTC launchers. Existing funds do not allow for the replacement of the current 17 year old pepperball launchers. Detention Officers have already received training in the use of this tool and would be able to quickly put the launchers into service.
 If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase 2 PepperBall FTC Deluxe Launchers through an existing state contract competitive bid process or by following the Boone County purchasing policy. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.
Boone County Sheriff's Department Patrol Search Capability Enhancement Program:
Forward Looking Infrared (FLIR): The Boone County Sheriff's Department patrol staff routinely handle calls for service involving lost persons or persons who are attempting to evade capture by fleeing on foot. Patrol staff do not currently have night vision or forward looking infrared (FLIR) capability. This technology has evolved and is now handheld and allows staff

Purpose Area #4

the ability to detect thermal signatures in low or no light situations. In some past situations the department has utilized this technology from other area agencies. However, it is not always available and is rarely able to be deployed in a timely manner. This technology in the field would allow deputies to potentially avoid an ambush situation or inadvertently pass a hiding person. If approved the department plans to deploy the technology in the field, so it is readily available for staff.

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase two (2) FLIR Scout TK Thermal Monoculars utilizing Boone County's purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Boone County Sheriff's Department Dual Antenna Radar Program:

Stalker II DSR dual radar: The Boone County Sheriff's Department pro-active patrol unit consists of a two-person patrol unit that also is assigned a dual purpose K-9 service dog. Some of the responsibilities of the pro-active patrol unit includes high risk arrest warrant service, drug distribution and/or manufacturing investigations and other criminal activity that impacts the quality of life for Boone County residents. Quality of life issues such as, traffic enforcement activities are also performed by the pro-active unit. Based on the pro-active units mission they would greatly benefit from a dual antenna radar unit. A dual antenna radar unit allows more versatility when conducting traffic speed enforcement. However, the department does not have an available dual antenna radar unit. In fact, the department has several single antenna radar units that are over 1 years old and in need of being replaced. The amount of radar units is beyond the ability of our current budget.

If funding is approved for this next grant cycle, the Boone County Sheriff's Department plans to purchase one (1) Stalker II DSR dual antenna radar unit through a competitive bid process or by following Boone County purchasing policy. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Boone County Sheriff's Department Defensive Tactics Program:

Simulated training weapons: Each year officers nationwide are feloniously assaulted or killed with their own weapon. According to the FBI LEOKA report, since 2010 sixteen (16) officers have been killed with their own weapon. The Boone County Sheriff's Department defensive tactics program trains detention and enforcement staff in defensive tactics. Department defensive tactics instructors consistently evolve the program to keep staff safe and impart knowledge on how to defend themselves or overcome various levels of resistance. The defensive tactics instructors identified that the department was lacking in training on weapon retention techniques. The department currently only has a couple of simulated training weapons, for example a Glock 22 or knife. The small number of simulated training weapons do not allow staff to train as a class or greatly limits the number of repetitions staff are able to perform, thus they are not able to master the techniques or gain confidence in their abilities. The department has not purchased any simulated training weapons over the past decade. In that same time, the department has fully deployed patrol rifles and electronic control weapons. If approved, we would like to upgrade our training abilities by acquiring simulated training weapons that are of the same configuration as those currently issued to staff. This would allow for more realistic training and allow staff to utilize other department issued equipment, such as a holster or vertical foregrip light, during training.

If approved the department would seek to acquire the following simulated training weapons- five (5) AR-15, two (2) Remington 870, ten (10) Glock 22 and five (5) Taser X26P. The above items would be acquired through a competitive bid process or by following Boone County purchasing policy. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Training Munitions (Simunition) Helmet PPE: Over the last decade the Boone County Sheriff's Department has expanded training utilizing force on force simunitions. These provide realistic training for staff in all areas of the department. As stated above, since 2010 sixteen (16) law enforcement officers were killed with their own weapon and in 2017 forty-six (46) law enforcement officers were killed in the line of duty per the Federal Bureau of Investigations Law Enforcement Officers Killed and Assaulted reports. It is vital that law enforcement officers train for physical confrontations and continue to become proficient with all issued weapons. The department also wishes to train deputies and area first responders further in coordinated responses to larger scale active shooter situations. As such, the department recognizes the need to expand our training in force on force situations. In order to accomplish the training we need to equip staff (and first responders) with personal protective equipment (PPE), specifically helmets. The department has identified the Ultimate Training Munitions RBT helmet as a suitable helmet for most users. The helmet allows users to wear their regular eyeglasses while using the PPE helmet. The helmet is also designed to allow for additional ventilation to combat the lenses from fogging over while being used. This is a common problem with most other helmets. The helmet also incorporates a size adjusting system similar to hard hats which allows it to fit a greater number of users. The helmet also has a flip-up face shield.

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase fifteen (15) Ultimate Training Munitions RBT helmets utilizing Boone County's purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Purpose Area #4

Boone County Sheriff's Department Weapons Optic Enhancement Program:

Precision Rifle Optics: The Boone County Sheriff's Department Special Weapons and Tactics (SWAT) team incorporated a sniper component around 2000. Currently, the SWAT team has 2 sniper positions. During advanced sniper training, staff learned the current optics are not adequate. One scope was not built for severe duty and does not offer the proper adjustments needed to get the most out of the rifles or the operator. The second scope was found to be broken during the training and not operational. The department must have reliable equipment when considering the mission of those assigned to this position. The SWAT team identified the Vortex Gen 2 HD Razor 3-18 x 50 scope to meet the needs of the program. The sniper rifle, scope and scope mounts must function together and do so without compromise or failure.

If funding is approved under this grant application, the Boone County Sheriff's Department intends to acquire two (2) Vortex Razor Gen 2 HD riflescopes utilizing Boone County Purchasing policies or a competitively bid process. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Boone County Sheriff's Department Battery Fleet Management Program:

Motorola IMPRES Battery Fleet Management system: The Boone County Sheriff's Department has a large pool of portable radio batteries among the different branches. We frequently have requests from staff that their battery is "bad", "won't make it through a shift" or "won't take a charge". The current IMPRES batteries have the ability to store information related to the performance on the battery, however we do not have a way to read this information. By actively managing the portable radio battery pool we will be able to collect data and populate the Fleet Management Software, thus allowing the department to make better decisions about the longevity and health of the batteries. Currently, a new deputy may be issued a spare battery with little life remaining and inadvertently create a safety issue for staff. The department consulted with the Missouri Statewide Interoperability Coordinator and were informed this was not a radio request.

The Motorola IMPRES Fleet Battery Management System consists of the following:

IMPRES Battery Fleet Management Key

IMPRES Dual-Unit Rapid Rate Charger with 2 displays

IMPRES Multi-Unit Six Bay Charger

IMPRES Fleet Management Charger Interface

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase the Motorola IMPRES Battery Maintenance System utilizing Boone County's purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Report forms, staff user guides for reports, NIBRS reporting forms	1	\$500.00	\$500	\$0	\$500
			Total(s)	\$500	\$0
Narrative					
<p>The Boone County Sheriff's Department is transitioning to a new records management system (RMS) and jail management system (JMS). The department currently reports Uniform Crime Reporting data to the state of Missouri. However, once we transition to the new RMS/JMS system we will begin the process of reporting National Incident Based Reporting (NIBRS) data to the state of Missouri Incident Based Reporting System (MIBRS). The transition to the new RMS/JMS system is expected to take place by the end of December 2018. The department will then begin the process of becoming certified in our NIBRS submissions. Per special grant condition and to assist with this transition process the department will need to develop, print and in some instances laminate several user guides and report forms. These guides will be utilized at all levels of the organization to assist in correctly filling out the reports to capture or properly report NIBRS data. The report forms will be needed if for some reason the system is offline and staff need to complete reports. For example, an extended power outage during a natural or man-made disaster. If funding is approved under this grant application, the Boone County Sheriff's Department intends to obtain printing and laminating services for guides and report forms utilizing Boone County Purchasing policies or a competitively bid process. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.</p>					

23001

Purpose Area #4

Columbia Police Department Digital Portable Radio Communications Program:

The City of Columbia Missouri is a growing community. The city has a population of over 118,000 people and encompasses more than 50 square miles. It is the home of several institutions of higher learning including, the University of Missouri, Columbia College and Stephens College. These institutions bring thousands of students to our community adding to our population.

The Columbia Missouri Police Department has the primary responsibility of policing the community. The over 173 commissioned staff is faced with many different day to day policing challenges. Their duties require constant, reliable communications in various and sometimes hazardous environments. Radio communications often include safety information for responding public safety personnel in emergency situations. Durable, high-quality radio equipment is essential to maintain this form of communication.

The Columbia Police Department has numerous portable radios currently being utilized that are well past the recommended life span. Part of our technology plan calls for the replacement of these radios. The amount of the radio purchase is beyond the funding of our current budget.

Standard Features and Benefits of the EF Johnson Viking VP900 Dual Band Portable Radio include, but are not limited to:

- It has a light-weight, compact design
- It has excellent durability
- It can be submerged up to 1 meter for 30 minutes
- It is dust proof
- It meets all applicable military specifications
- It has a special housing that protects against shock, vibration and other environmental hazards
- It offers several forms of encryption
- It offers different system interoperability platforms increasing inter-agency communications during emergency situations
- It has an electronic filter that separates voice from background noise
- It will continue to send an emergency signal even if the power is turned off.
- It is easily adaptable and expandable with program ability
- P25 trunking

The EF Johnson Viking VP900 Dual Band Portable Radio will not only meet the new FCC requirements that went into effect 2013, but it will bring the Columbia Missouri Police Department up-to-date in communications technology. This new technology will greatly enhance our effectiveness in emergency situations that call for a multi-agency response. The ability to communicate in this way is important when situations develop that call for resources beyond what the City of Columbia can provide. This is possible because the radios will function with other radio systems that outside agencies such as the Boone County Sheriff's Department, Missouri State Highway Patrol, the University of Missouri-Columbia currently operate on and have the ability to operate on the 700-800MHZ range. This radio is compliant with the Missouri Statewide Communication Interoperability Plan per the Missouri Department of Public Safety-Missouri Interoperability Center.

The Columbia Missouri Police Department's role in providing law enforcement service to the community hinges on efficient communications. Our department has determined the EF Johnson Portable Radio is the most effective and efficient solution at maintaining and improving this service.

If funding is approved, the Columbia Police Department plans to purchase (8) EF Johnson Viking VP900 Dual Band Portable Radios (based on current price estimates) through a competitive bid process created from previous radio purchases. This process helps ensure the funding is used efficiently and the cost of the services is appropriate.

Columbia Police Department NIBRS Records (3%) Management Program:

Printing Supplies: The Columbia Police Department is currently in the process of transitioning to a new records management system (RMS). The department currently reports Uniform Crime Reporting data to the State of Missouri. However, once we transition to the new RMS system we will begin the process of reporting National Incident Based Reporting (NIBRS) data to the State of Missouri Incident Based Reporting System (MIBRS). The transition to the new RMS system is expected to take place by the end of September 2018. The department will then begin the process of becoming certified in our NIBRS submissions. In order to assist with this transition process the department will need to develop, print and in some instances laminate several user guides and report forms. These guides will be utilized at all levels of the organization to assist in correctly filling out the reports to capture or properly report NIBRS data. The report forms will be needed if for some reason the system is offline and staff need to complete reports. For example, an extended power outage during a natural or man-made disaster.

If funding is approved under this grant application, the Columbia Police Department plans to print report forms and user guides through an existing state contract competitive bid process.

Purpose Area #4

If funding is approved under this grant application, the Columbia Police Department plans to print report forms and user guides through an existing state contract competitive bid process or by following the City of Columbia purchasing policy. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

H. Procurement Contracts

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	Purpose <i>Describe the purpose of the contract.</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>
--	---	---

			Total Cost	Non-Federal Contribution	Federal Request
					\$0

Total(s) \$0 \$0 \$0

Consultant Travel (if necessary)

Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
--	---	--	--	--	--	--

			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

THE STATE OF MISSOURI

CONTRACT NO. _____

COUNTY OF BOONE

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2018 LOCAL SOLICITATION**

This Agreement is made and entered into this _____ day of _____, 2018, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$38,833.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$23,299.80 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

COPY

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$15,533.20 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

BOONE COUNTY, MISSOURI

Through Its County Commission


By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Taylor W. Burks, County Clerk

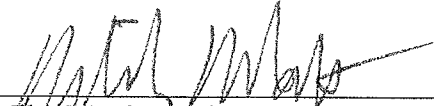
APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

COPY


CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

NDV

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 12th day of March 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and the City of Columbia for the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG).

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

Done this 12th day of March 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

THE STATE OF MISSOURI
COUNTY OF BOONE

CONTRACT NO. 106-2019

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2018 LOCAL SOLICITATION**

This Agreement is made and entered into this 12th day of March, 2018, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$38,833.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$23,299.80 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$15,533.20 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

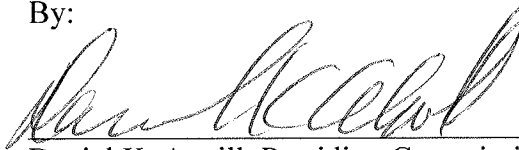
Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

BOONE COUNTY, MISSOURI

Through Its County Commission

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:


~~Taylor W. Burks, County Clerk~~
Brianna L. Lennon

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

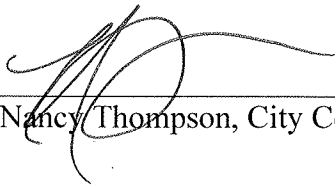
CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

NDV

023691
Permanent Record
Filed in Clerk's Office

Introduced by Treese

First Reading 10-15-18

Second Reading 11-5-18

Ordinance No. 023691

Council Bill No. B 265-18

AN ORDINANCE

authorizing an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the allocation of FY 2018 funding; and fixing the time when this ordinance shall become effective.


BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the allocation of FY 2018 funding. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 5th day of November, 2018.

ATTEST:

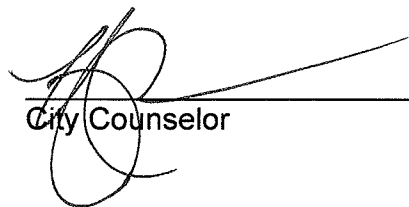


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

12th

day of

March

20 19

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

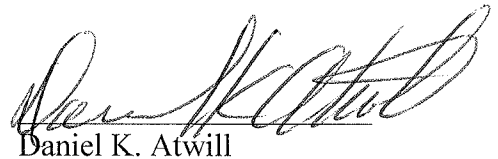
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Maintenance Agreements between Boone County and the City of Sedalia.

Terms of the agreements are stipulated in the attached Maintenance Training Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Maintenance Training Agreements.

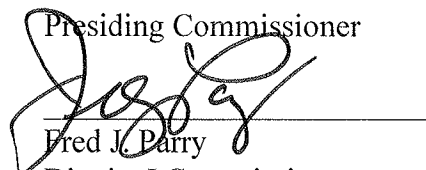
Done this 12th day of March 2019.

ATTEST:

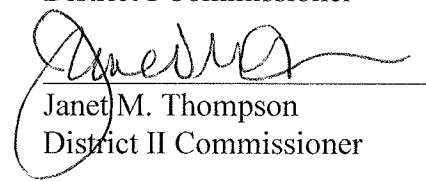
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 15th day of March, 2019, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Sedalia, Missouri Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.


5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED,
City of Sedalia,
AGENCY: Sedalia Police Department

By: 

Printed Name: KELVIN L. SHAW

Dated: 2/13/19

ATTEST:


Arlene Selvey, MPCC

BOONE COUNTY, MISSOURI

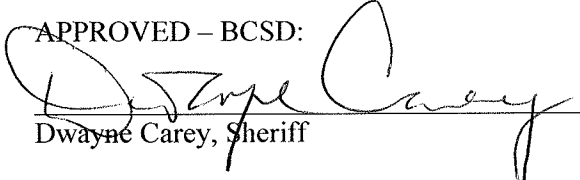
By: 
Daniel K. Atwill, Presiding Commissioner

Dated: 3.12.19

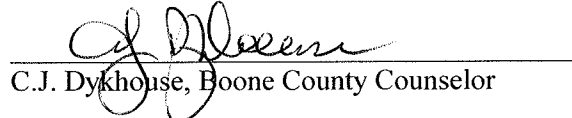
ATTEST:


Brianna L. Lennon, County Clerk

APPROVED - BCSD:


Dwayne Carey, Sheriff

APPROVED AS TO FORM:


C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.


 03/05/2019
Auditor Date
Revenue Only 2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the _____ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

City of Sedalia



MUNICIPAL BUILDING
200 S. OSAGE
SEDALIA, MISSOURI 65301

PHONE 660-827-3000
FAX 660-827-7800

February 13, 2019

Boone County Sheriff's Department
Attn: Capt. German
2121 County Dr.
Columbia, Mo 65202

Re: City of Sedalia – K-9 Maintenance Training Agreements

Captain German:

Please find enclosed a copy of Bill No. 2019-12, Ordinance No. 10860 that was passed by the Sedalia City Council on February 4, 2019 approving and accepting an agreement between the City of Sedalia, Missouri, Sedalia Police Department and the Boone County Sheriff's Department for K-9 Maintenance Training for two Sedalia Police canines and handlers.

Also enclosed are 2 original agreements (1 for each canine/handler) signed by the City of Sedalia. Once both agreements have been signed by the Boone County Sheriff's Department, please return them to our office for filing.

If you have any questions, please feel free to contact me at (660) 827-3000 Extension 1112.

Kindest Regards,

THE CITY OF SEDALIA, MISSOURI

A handwritten signature in cursive script that reads "Arlene Silvey MPCC".

Arlene Silvey, MPCC
City Clerk

AS/jm
Enc:3

BILL NO. 2019-12

ORDINANCE NO. 10860

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA POLICE DEPARTMENT AND THE BOONE COUNTY SHERIFF'S DEPARTMENT (BCSD) FOR K-9 MAINTENANCE TRAINING FOR TWO SEDALIA POLICE CANINES AND HANDLERS.

WHEREAS, the City of Sedalia, Missouri, has received a proposed agreement from the Boone County Sheriff's Office to provide K-9 maintenance training through its certified staff to the Sedalia Police Department; and

WHEREAS, under the terms of the agreement, the Sedalia Police Department shall pay One Thousand Dollars (\$1,000.00) for each police canine and handler, or \$2,000.00 total for one year of K-9 maintenance training; said agreement may be renewed for two (2) additional, one-year terms on the same price, terms and conditions as set forth in said agreement and attached to this ordinance as Exhibit A and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:


Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the K-9 training agreement, attached hereto as Exhibit A and incorporated by reference herein.

Section 2. The City Administrator or the Chief of Police are authorized and directed to execute any K-9 training agreement in the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.


Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of February, 2019.



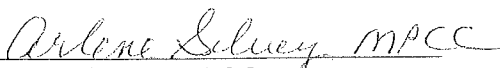
Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of February, 2019.



John Kehde, Mayor

ATTEST:



Arlene Silvey, MPCC
City Clerk

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 12th day of March, 2019, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Sedalia, Missouri Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: City of Sedalia, Sedalia Police Department
By:

Kelvin L. Shaw

Printed Name: KELVIN L. SHAW

Dated: 2/13/19

ATTEST:

Orlene Selvey MPCC

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 3.12.19

ATTEST:

Brianna L. Lennen
Taylor W. Burks, County Clerk
Brianna L. Lennen

APPROVED - BCSD:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Dennis R. [Signature] 03/05/2019
Auditor Date
Revenue Only 2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the _____ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

BILL NO. 2019-12

ORDINANCE NO. 10860

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA POLICE DEPARTMENT AND THE BOONE COUNTY SHERIFF'S DEPARTMENT (BCSD) FOR K-9 MAINTENANCE TRAINING FOR TWO SEDALIA POLICE CANINES AND HANDLERS.

WHEREAS, the City of Sedalia, Missouri, has received a proposed agreement from the Boone County Sheriff's Office to provide K-9 maintenance training through its certified staff to the Sedalia Police Department; and

WHEREAS, under the terms of the agreement, the Sedalia Police Department shall pay One Thousand Dollars (\$1,000.00) for each police canine and handler, or \$2,000.00 total for one year of K-9 maintenance training; said agreement may be renewed for two (2) additional, one-year terms on the same price, terms and conditions as set forth in said agreement and attached to this ordinance as Exhibit A and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the K-9 training agreement, attached hereto as Exhibit A and incorporated by reference herein.

Section 2. The City Administrator or the Chief of Police are authorized and directed to execute any K-9 training agreement in the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

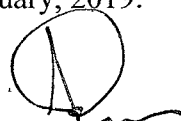
Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of February, 2019.



Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of February, 2019.



John Kehde, Mayor

ATTEST:



Arlene Silvey, MPCC
City Clerk

City of Sedalia



MUNICIPAL BUILDING
200 S. OSAGE
SEDALIA, MISSOURI 65301

PHONE 660-827-3000
FAX 660-827-7800

February 13, 2019

Boone County Sheriff's Department
Attn: Capt. German
2121 County Dr.
Columbia, Mo 65202

Re: City of Sedalia – K-9 Maintenance Training Agreements

Captain German:

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Also enclosed are 2 original agreements (1 for each canine/handler) signed by the City of Sedalia. Once both agreements have been signed by the Boone County Sheriff's Department, please return them to our office for filing.

If you have any questions, please feel free to contact me at (660) 827-3000 Extension 1112.

Kindest Regards,

THE CITY OF SEDALIA, MISSOURI

A handwritten signature in cursive script that reads "Arlene Silvey MPCC".

Arlene Silvey, MPCC
City Clerk

AS/jm
Enc:3