

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP # 19-054

O'FALLON CITY MUNICIPAL CENTRE -FURNITURE DEALERSHIP SERVICES

JULY 2019

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Forms

Exhibits

CITY OF O'FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE/INTENT

The purpose of this Request for Proposal (RFP) is to obtain sealed proposals from qualified furniture dealerships to perform the services to provide the furniture for the O'Fallon City Municipal Centre Renovation Project in accordance with the terms and conditions set forth herein for the City of O'Fallon (City).

This effort is anticipated to be multi-phase. The first phase will include, but not limited to, the dealership to work directly and coordinate all work with the selected Architectural and Engineering team that is completing the design portion of the renovation project. The second phase would include, but not limited to construction period services and installation of the selected furniture/systems for the project.

An initial agreement would be established and submitted to City Council for approval to proceed with use of the furniture dealership on this effort. The City, Architect, and dealership will determine what FF&E will be included within this scope of work. Following that work, a second agreement will be submitted to City Council for approval of all costs that are known and finalized for the FF&E. Scheduling will be coordinated throughout the project with any future contractors the City may enter into a construction agreement with for renovations to the existing facility, should that be the direction approved by City Council. Should there be no construction activity the dealership will work with the City to determine the feasibility of new FF&E without a renovation effort and provide costs accordingly.

This RFP provides prospective individuals and organizations with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy the needs as outlined in the scope of work.

The O'Fallon City Municipal Centre Facility is located at 100 North Main St., in O'Fallon, MO 63366.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: June 28, 2019

Deadline for submission of questions:

July 12, 2019 by 5:00 pm CDT

July 18, 2019 by 12:00 pm CDT

Review of submissions

July 22-August 9, 2019
Interviews (as needed)

August 12-16, 2019

Tentative Council approval to proceed:

September 12, 2019

Council Approval of Scope and agreement: TBD

All questions must be submitted in writing to Chris Clercx, Project Manager, no later than 5:00 pm. (CDT) on July 12, 2019 by 5:00 PM CST via email

<u>cclercx@ofallon.mo.us</u>. The City will respond by the end of day on Tuesday, July 16, 2019 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. http://www.ofallon.mo.us/bid-opportunities

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to 12:00 P.M. CDT, on July 18, 2019. Each proposal shall consist of one original (identified as such), and one electronic copy on thumb or flash drives (no CD's) of the complete proposal. The file submitted on thumb drives shall include all attachments and signatures, where applicable.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP**# **19-054** "O'Fallon Municipal Centre Furniture Dealership Services" and shall show such information on the outside of the proposal packet. Do not staple or submit bid in any type of binder; binder clips are acceptable. See label attached to this RFP

It is the sole responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be considered. Proposals will not be accepted by facsimile or email transmittal. Proposals may be withdrawn by notifying the City in writing prior to the deadline. The City has the authority to reject any and all proposals in part or in total and to re-advertise or re-solicit proposals.

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be posted to the City's website. The submitting company is responsible for regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: http://www.ofallon.mo.us/bid-opportunities. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 - 285.550 RSMo regarding enrollment in a federal work authorization program. The signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.

E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

PREVAILING WAGE LAWS - CURRENT ANNUAL WAGE ORDER SHALL APPLY:

- A. State of Missouri: On projects involving Public Works or Public Funds, it is the statutory policy of the State of Missouri that "a wage of not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body, engaged in Public Works, exclusive of maintenance work." In compliance with Missouri State Law, the following stipulations are made a part of this contract:
 - 1. The schedule of occupational classifications and minimum hourly wage rates applicable to this project are to be attached and made a part of the Contract Documents.

- 2. The general prevailing rate for legal holidays and overtime work, as determined by the Industrial Commission, and as attached herein, shall be paid all workmen.
- 3. The Contractor shall forfeit as a penalty to the state, county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded \$10.00 for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him. Section 290.250, RSMo.
- 4. All bonds furnished by this Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.
- 5. A clearly legible statement of all prevailing hourly wage rates to be paid all workmen employed in order to execute this Contract and employed on this project shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in this project under the Prevailing Wage Law Section 290.210 through 290.340 as amended R.S. No. 1994, effective October 13, 1994; and each notice shall remain posted during the full time that any such workmen shall be employed on the project.
- 6. Upon completion of construction and before final payment can be made from this project, the Contractor shall file an "Affidavit of Compliance with the Prevailing Wage Law". No payment can be made unless and until this affidavit is filed in proper order.
- 7. The Prevailing Wage document to be utilized throughout the duration of the construction contract is the one that is "In Effect" as posted with the Missouri Department of Labor and Industrial Relations at the time of the first day of the project Advertisement. **Annual Wage Order #25** is currently in effect.

INSURANCE REQUIREMENTS:

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the

contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.

- B. <u>Commercial General Liability Insurance</u> Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or latest edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations
 - (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
 - (4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

<u>Limit of Liability</u>. The Commercial General Liability policy limits shall not be less than:

- o \$3,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and
- o Property Damage)
- o \$3,000,000 Aggregate for Products/Completed Operations
- o \$1,000,000 Personal Injury/Advertising Injury
- \$3,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees shall be named as Additional Insured's under the Commercial General Liability Insurance using ISO Additional Insured Endorsements, or substitute providing equivalent coverage. If additional insured status is required for a correction period then the appropriate endorsements, or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the construction Manager or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. <u>Business Automobile Liability Insurance</u> The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability.

The policy should name the Owner and all of its officers, directors and employees, and the Construction Manager, as Additional Insured's. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Construction Manager shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

- D. <u>Umbrella Excess Liability.</u> The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$3,000,000 per occurrence/\$3,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies.
- E <u>Waiver of Subrogation</u> The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Construction Manager before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Construction Manager, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Construction manager, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. <u>Copies of Policies</u>. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- H. <u>Subcontractors</u>. Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Construction Manager as Additional Insured's and have the Waiver of Subrogation endorsement added.

I. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

PERFORMANCE AND PAYMENT BOND & MAINTENANCE GUARANTEE:

A bond will be required during the post selection process for the full amount of the future granted contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work. In addition, a Maintenance Guarantee including the surety documentation is required for a one (1) year period from the acceptance of the completed work.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City and awarded to the lowest and most responsible bidder. The City reserves the right to request additional information in order to determine the most responsible bid for the City. A successful candidate may be selected from these proposals, or if no decision can be reached, the City may ask for finalists to prepare an oral presentation to City representatives. A response summary of bids will be available by contacting Julie Moellering, Purchasing Agent. The response summary will include the names of the companies that submitted proposals that were delivered by the required bid opening date and time.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

REJECTION OF PROPOSALS:

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the

proposal.

INCURRING COSTS:

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

No contact with other City employees, officials, or City Council members is to be made by responding Proposers throughout the entire process. Any contact may result in disqualification of the Proposer.

DISCRIMINATION POLICY:

The City of O'Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

PAYMENT TERMS AND CONDITIONS:

The City's payment terms are Net 30 days. Invoices will be submitted for review to the City by the 7th day of the month. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax exempt certificate shall be presented to the firm or company that is awarded a contract. In relation to the potential future installation process, all pay requests shall include the appropriate documentation to support the prevailing wage requirements of this RFP. Certified payroll shall accompany all pay requests for work completed. The City reserves the right to withhold payment until all payroll documentation is acquired for the specified pay period. A 5% retainage may be withheld from each pay request and payable at the completion of work when all the project closeout documents have been submitted and approved. This includes, but not limited to, all final lien waivers and affidavits from subcontractors, suppliers, etc. as required by the City.

The City reserves the right to deny any payments considered or required as a down payment prior to any work commencing. This includes, but not limited to, engineering, design, material ordering, or any other work that may be needed for the work to commence. The City will pay per the agreed upon methodology and agreement terms.

Inquiries concerning this Request for Proposal shall be directed to:

Chris Clercx Project Manager City of O'Fallon, Missouri 100 North Main Street O'Fallon, Missouri Phone: (636) 379-5590

Phone: (636) 379-5590 cclercx@ofallon.mo.us

END OF TERMS AND CONDITIONS

SCOPE OF WORK

The City desires an experienced and knowledgeable company to work closely with the City and its potentially selected Architectural firm to provide the necessary dealership consultation services to aid the City in the selection of, procurement of, and installation of the programmed furniture for the O'Fallon City Municipal Centre and renovation project located at 100 North Main St., O'Fallon MO, 63366.

The City of O'Fallon (referred to as the "City") hereby gives notice of their intent to contract for furniture dealership services (referred to as the "Dealership") in connection with the furniture procurement of City Municipal Centre in O'Fallon, Missouri.

The purpose of this document is to solicit Statements of Qualifications (SOQ's) and Fee Proposals from qualified furniture dealerships interested in providing contract grade furniture for the City. Submissions by Dealerships will be given consideration for subsequent selection interviews. The Dealership must demonstrate experience working with governmental entities on buildings of this nature.

The City will select a qualified Dealership to develop those documents and prepare all required plans, layouts, specifications, purchase orders and provide installation for the facility as generally described in this document. The City's intent is to utilize the selected Dealership for guidance in the selection and purchasing process of the contract furniture and provide the necessary related services to aid the City, architects, and any other representatives associated with the project. The City reserves the right to select a single Dealership to accomplish the stated goals. Once a selection is completed, an agreement of services will be negotiated with the Dealership based on a mutually agreed upon scope of services.

SECTION I: GENERAL INFORMATION

Dealerships will be responsible for all costs incurred in preparing or responding to this RFP.

The City will select a Dealership to provide the required services based upon the statements of qualification and fee proposal received and the availability of the Dealership determined most qualified to provide the required services by the City's timelines for completion.

City projects are exempt from Federal and State taxes and the City will execute and provide the required exemption certificates.

The City of O'Fallon is a political subdivision of the state of Missouri and any information submitted to the City is subject to release as provided for by Missouri Public Records Law. The City will take reasonable efforts to protect any information marked "confidential," to the extent allowed by Missouri Public Records Law.

Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the proposer upon request, after the determination of a list of qualified dealerships. It is understood, however, that the City will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any

submittal is subject to potential disclosure. All other materials and documents submitted in response to the RFQ become the property of the City and will not be returned.

SECTION II: PROJECT BACKGROUND

The City has been evaluating a renovation of the Municipal Centre, also known as City Hall, since 2015 when the O'Fallon Police Department and Court Division started the process to build a new Justice Center Facility. This building is registered on the Missouri Historical Registry. In 2017 the Police and Court staff vacated the existing spaces within City Hall. Staff has completed an internal assessment to determine the best and most efficient and economical solution for remaining staff to utilize the vacated spaces.

The full conceptual layout is attached to this request for your review and use in developing the statements of qualifications. The provided layouts are the City Council approved information the City will pursue, with little to no changes or deviations, unless dictated by the City adopted building and fire codes and requirements, or changes requested by the City representatives. The dealership will be fully responsible for evaluating and recommending the most efficient and economically feasible solution. The budget amount will be developed through the initial phase of the scope of service in coordination with the potentially selected architect.

The basis of the furniture procurement will be comprised of the various needs of the facility as shown by the provided floor plan layouts, and furniture planning meetings approved by the City Council. It is anticipated the entire building will be outfitted with new furniture or systems, pending available budget. Floor plans are not considered final and the furniture scope is subject to refinement. All documents are confidential.

Items of note for reference to the existing facility:

- Service elevators will be available for traversing between floors with blankets installed to protect the cab
- An elevated dock area will be available for deliveries
- Staging areas will be available dependent upon renovation work and timing

SECTION III: PROJECT SCOPE OF WORK

The services requested below shall not be construed as an all-encompassing list of tasks that will be negotiated, and/or necessary to complete this project, but used as a guideline as to what services the City currently anticipates may be required.

Following written notice by the City to proceed with work, the professional services of the Dealership shall include but are not limited to:

- Supporting City in budget pricing, layouts, selections, and specifications of new contract grade furniture.
- Attending multiple Client meetings as required to determine product(s), finalize layouts and selections and coordinate the project.
- Facilitating the furniture procurement process through information gathering meetings.
- Providing finish selections, plans, elevations and 3D's of furniture as requested.

- Providing sampling and mockups for client review as required.
- Analysis of selected product pricing to determine best price based on pre-negotiated pricing utilizing TCPN, U.S. Communities or other pre-negotiated contracts available to local city and state governments.
- Provide furniture procurement utilizing TCPN or U.S. Communities or other prenegotiated available to local city and state governments.
- Providing installation drawings, shop drawings and submittals based on proposal and furniture PO's.
- Delivering, assembling (as required) and installing all procured furniture.
- Site visits during and after installation as required.
- Proper preparation and completion of furniture punch list including but not limited to: walk-throughs, communication with client and consultants and coordination with vendor and client to resolve all items noted.
- Provide project close-out and completion documentation to client and consultants.
 Documentation to include but not limited to warranty information, cleaning / maintenance information and re-order information for all items procured.
- Installations anticipated during regular working hours
- Installations will be responsible for the collection of storage and proper disposal of all excess or waste materials related to the determined scope of work at this time.

The furniture budget will be determined through the initial phase of the work. This cost will be all inclusive of product, freight, delivery, installation, trash removal and any applicable dealership professional fee as outlined in Section V. The City has the right to adjust the budget cost at any time due to changes made in product selection, scope of work or any other circumstance as they see fit and/or at the City's discretion.

SECTION IV: TENTATIVE MILESTONES

The Dealership shall be responsible for providing a detailed project schedule as part of the second phase of the scope of work and based upon determined project Notice to Proceed date. The schedule shall also be based upon the milestones listed below.

- 1. Furniture planning meetings
- 2. Furniture presentation meeting of proposed manufacturers, product and budget pricing
- 3. Furniture presentation meeting of finishes
- 4. Proposal including final pricing of all furniture items
- 5. Proposal Sign Off by Client
- 6. Order Entry / Production Lead Time
- 7. Delivery and Install
- 8. Punch List / Punch List completion
- 9. Opening Date
- 10. Project Close Out Documents

SECTION V: STATEMENTS OF QUALIFICATION AND FEE PROPOSAL

Statements of qualifications and fee proposal should include the following:

1. Information regarding the Dealership's history; including but not limited to number of years

- in business, project types and market segments serviced, average yearly dollar amount of products procured, size and capacity of showroom and/or warehouse and current staff size.
- 2. Identification of the designated personnel in charge of the Project, as well as any other personnel assigned to the Project, together with the education, technical training, and experience of these individuals.
- 3. Ability of the Dealership to complete the Projects, including availability of the Dealership's staff and other equipment and resources to achieve completion of the Project.
- 4. Include a list of all current state / local furniture projects for which the Dealership has submitted statements of qualification and is being considered to provide procurement services, and the status of each (i.e., what stage of design and/or construction, the estimated dates for completion of design and construction, and the staff assigned to each of the listed projects).
- 5. The Dealership's showroom size and capacity including ability to coordinate, display and provide samples and mock-ups as needed.
- 6. Past performance as reflected in evaluations of previous and current similar projects with respect to factors such as control of costs, quality of work, and meeting deadlines. The Dealership should include a list of five (5) relevant projects involving similar work, which the Dealership has procured during the past five years. The following information should be included for each project:
 - o Project owner, name of project and location;
 - o Brief description of the project;
 - Year completed or anticipated completion date;
 - o Brand, style, type of furniture and/or wall systems utilized
 - Initial estimates and Final contract amount of Furniture including installations, clean up, etc.
 - Other relevant information about the project and the Dealership's services;
 - o Reference contact person and current phone number or email.
- 7. The ability of the individuals identified by the Dealership who will be responsible for document production and communication with the City during the Project.
- 8. If applicable, the Dealership is to identify and provide any professional fee amount for all services provided, including but not limited to; technical services, design support services, profit and overhead, and/or procurement services that will be incurred and considered an additional cost above the cost of the procured furniture for the Project. This fee number should be all encompassing and comprehensive cost. This professional fee number should be a line item separate from the freight and delivery costs to be identified below. This professional fee number should be a line item separate from assembly, installation, and trash removal costs to be identified, see below. Include a detailed description or list explaining

what professional fee amount encompasses.

- 9. Based on the attached drawings, provide a line item fee range or percentage number for the estimated freight and delivery cost. This number should be a line item separate from the professional fee services as identified above. This number should take into consideration that all product should ship directly to an offsite location/warehouse and is to be inspected for all damage prior to delivery to job site.
- 10. Based on the attached drawings, provide a line item fee amount or percentage number for the estimated assembly, installation and trash removal costs of the procured furniture. This number should be a line item separate from the professional fee services as identified above.
- 11. The Dealership's practices with respect to site visits, punch lists and oversight of the Project.
- 12. Description of the steps the Dealership will take to coordinate the design support and furniture specification on the Project with the architect/designer.
- 13. List a maximum of four (4) specific and unique qualities that set your Dealership apart from others as it relates to this Project.

SECTION VI: SUBMISSION REQUIREMENTS

The deadline for receipt of dealership responses to this RFP is July 18th, 2019 at 12:00 p.m.

Please prepare one (1) original hard copy of the completed Statement of Qualifications and Fee Proposal. Sealed packets should be clearly marked "RFP#19-054 O'Fallon City Municipal Centre Furniture Dealership Services" and deliver to:

Julie Moellering Purchasing Agent City of O'Fallon 100 North Main St O'Fallon, MO 63366 636-379-5527

In addition, please submit 1 (one) electronic copy on thumb drive of the proposal in a PDF file format to <u>Julie Moellering, Purchasing Agent</u> at <u>jmoellering@ofallon.mo.us</u>. No CD's will be accepted.

It is the intent of this RFP to describe the required services in sufficient detail to secure comparable qualifications and fees.

Appropriate questions from Dealerships that are intended to clarify the contents of this RFP must be submitted in writing and directed to Chris Clercx, Project Manager, at cclercx@ofallon.mo.us. Any questions and the corresponding responses will be provided to all respondents in writing by posting addenda to the City website located at https://www.ofallon.mo.us/bid-opportunities . It is the

dealerships responsibility to regularly check this website to view any addenda issued for this effort. All addenda shall be acknowledged on the bid form. No public opening will be completed for this project. Contact with other City of O'Fallon personnel regarding this project is prohibited throughout the RFP and selection process.

SECTION VII: SELECTION CRITERIA

The City of O'Fallon will consider the following selection criteria to determine the most qualified Dealership for the project:

- 1. The specialized experience and technical competence of the Dealership with respect to the type of services required.
- 2. The capacity and capability of the Dealership to perform the work, including specialized services, with the time limitations fixed for the completion of the project.
- 3. The past record of performance of the Dealership with respect to such factors as control of costs, quality of work, and ability to meet schedules.
- 4. The Dealership's accessibility to TCPN or U.S. Communities or other pre-negotiated contracts available to local city and state governments.
- 5. The professional fee the Dealership charges above and beyond the product, freight and installation cost of the project.
- 6. Firms Proximity to and Familiarity with the Area
 - o 5 points-located in O'Fallon
 - o 4 points-located in St. Charles County
 - o 3 points-located in Missouri and within 100 miles of O'Fallon
 - o 2 points-located in Illinois and within 100 miles of O'Fallon
 - o 1 point-located in the US

SECTION VIII: EVALUATION & SELECTION

Factors to be considered relative to the qualifications and fees of the Dealership will include, but not be limited to, the Dealership's credentials, experience, and capability to perform the work, ability to access TCPN or U.S. Communities or other pre-negotiated contracts available to local city and state governments, and the Dealership's professional fee.

The best qualified Dealerships may be invited to participate in oral interviews. Additionally, showroom tours may be requested. It is currently anticipated that Dealerships invited to interview will be contacted no later than <u>August 9</u>, <u>2019</u>. Interviews and showroom tours to be held shortly following notification if needed.

The contract will be awarded to the Dealership that the City of O'Fallon determines is the most qualified to provide the required services in a prompt, complete, competent and professional manner.

The City of O'Fallon will then begin the process of negotiating an agreement of services with the top-ranked Dealership. If the City is unable to negotiate a satisfactory contract with the Dealership selected the City shall then undertake negotiations with the second highest ranked Dealership. If there is a failing of accord with the second Dealership, the City shall undertake an agreement of services with the third highest ranked Dealership.

If the City is unable to negotiate an agreement of services with any of the selected Dealerships, the City shall reevaluate the necessary services, again compile a list of qualified Dealerships and proceed in accordance with the Qualification and Fee-Based Selection procedures as previously described.

The City of O'Fallon reserves the right to reject any and all qualifications and fees, to waive any irregularities in the qualifications and fees received, and to accept the submittal deemed most advantageous to the best interest of the City.

End of Page

EXHIBIT DETAIL LISTING O'FALLON CITY MUNICIPAL CENTRE FF&E

FOR INCLUSION IN BIDDING ENVELOPE-PHASE 1

Exhibit A	Bid Form
Exhibit B	Certification of Non-Segregation
Exhibit C	Affidavit for Publicly-Funded Construction Projects
Exhibit D	Anti-Collusion Affidavit
Exhibit E	Trade Contractor Certification Regarding Affirmative Action
Exhibit F	Audit Clause for Contracts
Exhibit G	Worker Eligibility Verification Affidavit
Exhibit H	Affidavit of Compliance (Section 285.530.2)

FOR USE DURING CONTRACTING-PHASE 2

Exhibit I	Bid Bond (as needed)
Exhibit J	Performance Bond
Exhibit K	Payment Bond
Exhibit I	W-9 Form

Exhibit L W-9 Form
Exhibit M Electronic Funds Transfer (EFT) Agreement Form

ADDITIONAL ATTACHMENTS

Exhibit N Ranking Sheet Draft Exhibit O City Provided Layouts

SEALED BID PROPOSAL

INVITATION #: 19-054

OPENING DATE: 7/18/19

SUBMIT TIME: 12:00 PM CDT

DESCRIPTION: O'FALLON CITY MUNICIPAL

CENTRE-FURNITURE

DEALERSHIP SERVICES

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

EXHIBIT A

CITY OF O'FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for **Proposal #19-054 O'FALLON CITY MUNICIPAL CENTRE FURNITURE DEALERSHIP SERVICES** and to all the conditions imposed herein, the undersigned offers and agrees to provide roofing services for the City of O'Fallon in accordance with the scope of work and intent of the request for proposal contained herein.

Addenda 1 _____ Addenda 2 ____ Addenda 3 ____ Addenda 4 ____

It is requested the	proposal be org	anized in a manne	r that conforms	to the order of the	bid form and
questions below.					

CONTRACTOR NAME:		
CONTRACTOR NAME:		

O'Fallon City Municipal Centre Furniture Dealership Services BID #: 19-054 BID FORM/FEE STRUCTURE

Item No.	Description	Percentage*	Flat Fee*
	Phase 1-Technical Design effort		
1.	and/or Professional Fee** (if applicable)		
2.	Phase 2-Project Management Dealership typical OH&P		
3.	Mock Up Costs		
4.	Phase 2-Typical Freight Costs Range		
5.	Phase 2-Delivery, Install, Trash, Closeout		
6.	Typical Performance and Payment Bond % of Total Install		

^{*} The Dealership shall utilize only one column for each Item No. stating either the percentage, or the flat fee, applicable to the item number.

^{**}The Dealership shall include within the proposal an itemized breakdown and description of what the professional fee amount encompasses.

The submitting company can either utilize the provided spaces, and/or clearly note the supplemental information is included in the proposal as needed.

Supplemental Information:

. Name of primary contact, address and phone number.		
Distance from O'Fallon in miles.		
What day(s) and time(s) is the primary contact available?		
Provide a brief history of the company including the number of years in business.		
Describe any name or ownership changes in the past five (5) years.		

- 6. Provide at least five (5) references of current or past clients with repairs of similar nature. Include key contact names, phone numbers, and pictures of the project (if available) for each reference. The contractor shall provide information showing a minimum of 5 years of experience of all specified work within the RFP.
- 7. Provide an estimated Design, Fabrication, and Installation schedule which includes project closeout.

Provide detailed information that shows the different appearances, colors, materials, and all other options available to the City from your dealership.

LIST OF RESOURCES AND REFERENCES

Project Name: O'Fallon City Municipal Centre Furniture Dealership Services Proposed On-Site Superintendent Proposed Equipment to be Used: (All equipment listed shall be readily available to be used on this project on an as needed basis.) Owned/ Make and Model Quantity Rented Type Age

(use additional pages as needed. Reports generated from the bidder's company may suffice)

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

Project Name: O'Fallon City Municipal Centre Furniture Dealership Services

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:
Names of the Subcontractors or other persons or entities (including those who are to furnismaterials or equipment fabricated to a special design) proposed for the principal portions of the Work, the type of work to be performed, and the total percentage of the contract:
(All remaining work will be done by the BIDDER with his own forces.)

EXD-14

EXHIBIT B

CERTIFICATION OF NON-SEGREGATION

Project: O'Fallon City Municipal Centre Furniture Dealership Services

By submission of this bid, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed Trade Contractors prior to the award of Trade Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractor(s).

SIGNED:			
Contractor:			
By:			
Date:			

EXHIBIT C

TRADE CONTRACTOR'S AFFIDAVIT

CITY OF O'FALLON, MISSOURI AFFIDAVIT FOR PUBLICLY-FUNDED CONSTRUCTION PROJECTS

STATE O	F MISSOURI)
COUNTY	OF ST. CHARLES) SS	
I,		being duly sworn, do state and depose as follows:
1.	I am the	(position or title) of
		(company name) which is a TRADE
CONTRAC	CTOR on the	(project
name) Proj	ect.	
		has not retained certain Trade Contractors for the same Projective verified the information set forth herein for both the TRADI
3.	I have verified the following:	
a.		and its Trade Contractors have Workers' Compensation Insurance g on the Project and such insurance meets or exceeds the
b.	in a federal work authorization pro any services contracted by the City hereby affirm that the aforemention	and its Trade Contractors affirm their enrollment and participation gram with respect to the employees working in connection with a trade Contractors also ded business entity does not knowingly employ any person who i with any services contracted by the City. (Attach documentation eral work authorization program)
c.	requirements to pay prevailing wage	and its Trade Contractors have been informed by the City of the and will pay the prevailing wages to all workers employed on the able Annual Wage Order for St. Charles County, Missouri.
d.	The TRADE CONTRACTOR requiring an accredited apprentices	and its Trade Contractors are in compliance with Federal Lavhip program if applicable.
Further Aff	iant sayeth naught.	
		(Affiant)
Subscribed	and sworn to before me on this	of
		(Notary Public)
My commis	ssion expires	

EXHIBIT D

ANTI-COLLUSION AFFIDAVIT

STATE OF
COUNTY OF,
Project: O'Fallon City Municipal Centre Furniture Dealership Services
SIGNED:
Title:
Subscribed and sworn to before me thisday of, 20
Seal of Notary
Notary Public:

In completing this form the title that is not applicable should be struck out. For example, if the TRADE CONTRACTOR is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

EXHIBIT E

TRADE CONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: O'Fallon City Municipal Centre Furniture Dealership Services
Job No. #19-054
County: St. Charles, Missouri
Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime TRADE CONTRACTOR) or proposed Trade Contractor certifies:
1. <u>Affirmative Action Program</u> : That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. <u>Equal Opportunity Clause</u> : That it has participated in a previous contract or Trade Contract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
 Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.
If the text of the certification above is incorrect, the bidder or Trade Contractor making the certification shall correct it below:
NOTE: This certification applies to and must be executed by each bidder (prospective prime TRADE CONTRACTOR) or proposed Trade Contractor if its proposed contract or Trade Contract on this project will equal or exceed \$10,000 or that TRADE CONTRACTOR or Trade Contractor has contracts or Trade Contracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime TRADE CONTRACTOR to insure that each of its Trade Contractors, which meet this criterion, executes and submits to the commission this certification also.
Company:
By:
Title:

EXHIBIT F

AUDIT CLAUSE FOR CONTRACTS

Examination of Records

Project: O'Fallon City Municipal Centre Furniture Dealership Services

The DEALERSHIP'S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, Trade Contractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the City, at the City expense. The DEALERSHIP shall preserve all such records for a period of three years, unless permission to destroy them is granted by the City, or for such longer period as may be required by law, after the final payment. Since the DEALERSHIP is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the DEALERSHIP'S operations obtained during audits will be kept confidential.

The DEALERSHIP shall require all Trade Contractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the Trade Contractors

Vendor Information

Company Name:	
Business Address:	
Business Hours:	
Phone:	
Contact Person:	
Authorized Signature:	
(Indicates acceptance of all bid terms and conditions)	

EXHIBIT G

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATI	E OF)				
COUN	E OF))	SS			
	On the	day of	, 20	, before me app	peared	(Affiant name)
persor	nally known to	me or proved to n	ne on the basis of s	atisfactory evider	ice to be a person w	hose name is subscribed to this
_	-	_	n, stated as follow	-	•	
	_	•			t, and personally ce	rtify the facts herein stated, as
requir			_	_		y to perform any job, task,
•	•			•		ed, expected, or due, including
			eted by business er		•	
•	I, the Affia	nt, am the	(Tills)	of	(D)	, and I am duly
outh or						
autnoi					behalf of this busin	
•		-			_	is enrolled in a federal work
						d the aforementioned business
•	• •	. •			•	ployees working in connection
	•	•	•			to this affidavit to evidence
		tion by the aforen	nentioned business	entity in a federal	work authorization	program, as required by Section
285.53	30, RSMo.					
•	I, the Affia	ant, also hereby	affirm and warran	t that the aforem	nentioned business	entity does not and shall not
knowi	ngly employ,	in connection wit	h any services con	tracted by the Ci	ty, any alien who d	oes not have the legal right or
author	rization under	federal law to wo	rk in the United St	tates, as defined i	n 8 U.S.C. § 1324a	(h)(3).
•	I, the Affian	nt, am aware and 1	ecognize that, unle	ess certain contra	ct and affidavit con	ditions are satisfied pursuant to
Sectio	on 285.530, RS	SMo, the aforeme	ntioned business e	entity may be held	d liable under Secti	ons 285.525 through 285.550,
RSMo	o, for Trade Co	ontractors that kno	wingly employ or	continue to emplo	y any unauthorized	alien to work within the state of
Misso	uri.					
•	I, the Affia	nt, acknowledge	that I am signing t	his affidavit as a	free act and deed o	f the aforementioned business
entity	and not under	duress.				
				(Affiant S	Signature)	
			fore me in			, the day and year first
	above-wri	tten.	(Cit	v or County)	(State)	

	(Notary Public)
My commission expires:_	· · · · · · · · · · · · · · · · · · ·

AFFIDAVIT of COMPLIANCE

Section 285.530.2

Stat	te of Missouri)	ss			
Cou	inty of)				
	Now thisday of		$_$, 20 $_$, the undersigned,			
beir	ng first duly sworn, depo	oses and	says:			
1.	. I am more than 18 years of age.					
stat autl	ted herein or upon infor	mation ar	personal knowledge of the facts nd facts available to me as a duly e or LLC officer or Human Relations			
Dire			proprietorship or partnership)			
3.	I am authorized to ma	ake this a	affidavit on behalf of			
		at	is enrolled and is ty, same as above)			
curi	•		federal work authorization			
			ronic verification of work			
autl	horization program opei	rated by t	he United States Department of			
Hon	neland Security under t	he Immig	ration Reform and Control Act of			
198	6.					
5.	Further,		does not knowingly employ			
	(name of business e					

an	y person who is an unauthorized alien.
	Further, has performed an electronic (name of business entity, same as above) rification check as described above on all workers hired since
Ja	nuary 1, 2009 or obtained documents required for completion of a
fec	leral I-9 form before it began participating in e-verify.
7.	Attached to this affidavit is a true and accurate copy of this
CO	mpany's Memorandum of Understanding with the United States
CO	ncerning the use of e-verify.
l c	ertify under penalty of perjury that the statements above are
CO	mplete, true and accurate to the best of my knowledge and belief.
	Authorized Agent, Partner, Owner or Officer
	If business has a Human Relations Director or equivalent that person
mι	st sign as an affiant as well.
	I certify under penalty of perjury that the statements above
arc	complete, true and accurate to the best of my knowledge and
be	lief.
	Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

	(Signature)
same for the purposes therein stated.	in the year 20, before me,, known to me ally appeared, known to me davit, and acknowledged to me that he/she executed the to set my hand and affixed my official seal in the first above written.
	Notary Public
My Commission Expires:	

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Charles County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

Business Entities

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Charles County contracts in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.uscis.gov/e-verify or at www.uscis.gov/e-verify or www.uscis.gov/e-verify or www.uscis.gov/e-verify or www.uscis.gov/e-verify or <

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 R.S.Mo, no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Charles County. Accordingly, individuals or sole proprietorships awarded any contract with St. Charles County must complete a WORK AUTHORIZATION CERTIFICATION FOR INDIVIDUALS form and choose one of the three options listed. The required documents must be attached to the form indicating which option you choose in order to show compliance with Section 208.009 R.S.Mo. If you choose option two (#2), then you must also complete and return a WORK AUTHORIZATION AFFIDAVIT FOR INDIVIDUALS form.

Failure to Comply

Compliance with Section 285.530(2) R.S.Mo is required for any contract with St. Charles County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Charles County as part of the contract, this failure will be deemed a breach of the terms

of such contract. St. Charles County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo to St. Charles County. Pursuant to Section 208.009 R.S.Mo, no contract for any amount shall be awarded to any individual by St. Charles County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we	<u> </u>	(here
insert full name and address or legal title of Con		
Principal, and	_	
(here insert full name and addres	s or legal title of Sur	ety) a corporation duly
organized under the laws of the State of		
Surety, are held and firmly bound unto the City of O'F		
in the sum of ten percent (10%) of the amount bid		
payment of which sum will and truly to be made,		
ourselves, our heirs, executors, administrators, succes	-	•
by these presents.	&, 3	, y y, y
WHEREAS, the Principal has submitted a bid, for		
		ert full name, address and
description of Project).		
· · · · · · · · · · · · · · · · · · ·		
NOW, THEREFORE, if the Obligee shall accept the within the specified period of time, enter into a formal full and faithful performance of the Work, all as p Conditions, Plans and Specifications and other Con Obligee, then this obligation shall become void; other	contract and furnish a provided in the Addit tract Documents, inc	a surety guaranteeing the ional Trade Contractor luding addenda, of said
In the event the Obligee determines the Principal has forth in the preceding paragraph, then the Principal and to pay to the Obligee the difference, not to exceed the amount specified in the Principal's bid and such large with another party to perform the work covered by attorney's fees and any other expense of recovery.	d surety shall be jointly e full penal sum set for ar amount for which the	y and severally obligated orth above, between the ne Obligee may contract
IN TESTIMONY WHEREOF, the said Principal and signed by their respective officers and their corporate A.D. 20		
	(Principal)	(Seal)
(Witness)	(Title)	

	(Surety)	(Seal)
(Witness)		

PERFORMANCE BOND

IOW ALL MEN BY THESE PRESENTS, that we, the Undersigned
of
of (Firm*)
(corporation) (partnership) duly authorized by law to do business as a construction
ONTRACTOR as Principal and(Surety
d Address) (hereinafter called the "Surety"), a corporation duly authorized to do a Surety
siness under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon,
ereinafter called the "CITY"), in the penal sum of
llars (\$), lawful money of the United States, for the payment of which to
made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors
d assigns, jointly and severally, firmly by these presents as follows:
e conditions of this obligation are such that, whereas on the day of
, 20, the said Principal entered into a written Agreement, which
reement is hereby made a part hereof, with the said CITY for the construction of:

O'FALLON CITY MUNICIPAL CENTRE FURNITURE DEALERSHIP SERVICES

NOW THEREFORE, if the said Principal shall faithfully and properly perform the fore-going contract according to all terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any CONTRACTOR in the name of said CITY.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

a) To the extension of time to the CONTRACTOR in which to perform the contract.

b)	To changes in the plans, specifications	s, amour	t of work or contr	act.	
c)	That no provisions of this bond or of ar than one (1) year from the date of final for defects in workmanship or material work was accepted.	accepta	ince of the work th	ne right to sue on	this bond
	TESTIMONY WHEREOF, the Parties h original counterparts as of the		_ day of		
•	EAL) est:				
		BY:			
`	EAL) est:				
		BY:			

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRES	SENT, that we,		
		(Principal and Addı	ress)
	_, as Principal, and		
		(Surety and Addres	ss)
,as Surety, an hereinafter called OBLIGEE, in the	•	-	
payment of which we jointly and sessuccessors, trustees, and assigns f	verally bind ourselve	s, our heirs, executors,	
WHEREAS, the Principal has enter	ed into a contract wi	th OBLIGEE for	
Proposed O'FALLON CITY MUNIC	IPAL CENTRE FUR	NITURE DEALERSHIF	SERVICES,
including Construct interior finish of	fices, breackroom, r	est rooms, storage with	in the Westhoff
Mainteneance Building			
and			
WHEREAS; the OBLIGEE I terms of Section 107.170 R.S. Mo.	requires that Princip	al enter into a surety b	ond satisfying the
NOW, THEREFORE, THE OPERING Principal shall pay, or cause to be purely furnishing materials to be used in, or such work under said contract, then and effect. The total amount of suramount hereof, and in no event shall the surety beyond that required by the	paid in full, the claims or furnishing appliand on this obligation shall ety's liability under the all the undertaking he	s of all persons perform ces, equipment or powe be void; otherwise to r his bond shall in no eve ereby be construed to in	ning labor upon, or er contributing to emain in full force ent exceed the
Signed and sealed this	day of		. 20 .
		PRINCIPAL	
	BY:		
		SURETY	
	BY:		

(ACKNOWLEDGMENT FOR PRINCIPAL)
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)



Request for Taxpayer Identification Number and Certification

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

IIICOITIG	1110101	100 COLVIDO				
	Nam	e (as shown on your income tax return)				
ge 2.	Busi	ness name/disregarded entity name, if different from above				
pe ons on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate					
Print or type See Specific Instructions on	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)					pt payee
돌드		Other (see instructions) ▶				
_ pecific	Add	ress (number, street, and apt. or suite no.)	Requester's name and a	ddress (optio	nal)	
See S k	City,	state, and ZIP code				
	List	account number(s) here (optional)				
Pai	tΙ	Taxpayer Identification Number (TIN)				
		TIN in the appropriate box. The TIN provided must match the name given on the "Name"	ine Social security	number		
to avo	oid ba	ckup withholding. For individuals, this is your social security number (SSN). However, for				
		en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	_ -	-	-	
TIN o		s your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a <u> </u>			
			Employer ident	tification nu	mber	
numb		account is in more than one name, see the chart on page 4 for guidelines on whose			1 1	$\overline{}$
	0. 10					
Par	t II	Certification				
		alties of perjury, I certify that:				
	•	nber shown on this form is my correct taxpayer identification number (or I am waiting for a	number to be issued	to me), and	4	
		. ,		,		
Se	rvice	subject to backup withholding because: (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest or subject to backup withholding, and				
3. I a	m a L	.S. citizen or other U.S. person (defined below).				
becau intere gener instru	use yo st pai ally, p ctions	on instructions. You must cross out item 2 above if you have been notified by the IRS that have failed to report all interest and dividends on your tax return. For real estate transact, acquisition or abandonment of secured property, cancellation of debt, contributions to easyments other than interest and dividends, you are not required to sign the certification, to on page 4.	ctions, item 2 does no an individual retireme	t apply. For ent arranger	r mortga nent (IRA	ge), and
Sign Here		Signature of U.S. person ► Date	e►			

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

Form W-9 (Rev. 12-2011) Page **2**

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 a percentage 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.

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

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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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/ disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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.

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 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 item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 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.

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, and payments for services paid by a federal executive agency.

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- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 1
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under	The grantor-trustee ¹ The actual owner ¹
state law 5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(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.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (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. 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.

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.

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. Grantor also must provide a Form W-9 to trustee of trust.

EFT Agreement Form

Authorization Agreement

I hereby authorize **City of O'Fallon** to initiate automatic deposits to my account at the financial institution named below. I also authorize **City of O'Fallon** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **City of O'Fallon** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until City of O'Fallon receives a written notice of cancellation from me or my financial institution, or until I submit a new EFT form to the Accounts Payable Department. Please note if you change banks or account numbers please fill out a new form and return it with a new voided check to AP. Allow one week to process the new information.

Vendor Information		
Applicant Name (Please Print)		
Department/Title		
Are you a full time employee of the City of O'Fallon?	Yes	No
Account Information		
Name of Financial Institution:		
Routing Number:		
Account Number:	Checking	Savings
Signature		
Authorized Signature (Primary):	[Date:
Authorized Signature (Joint):		Date:

Please attach a voided check and return this form to the Accounts Payable Department.

Attachment 1: Sample Copy of Rating Sheet

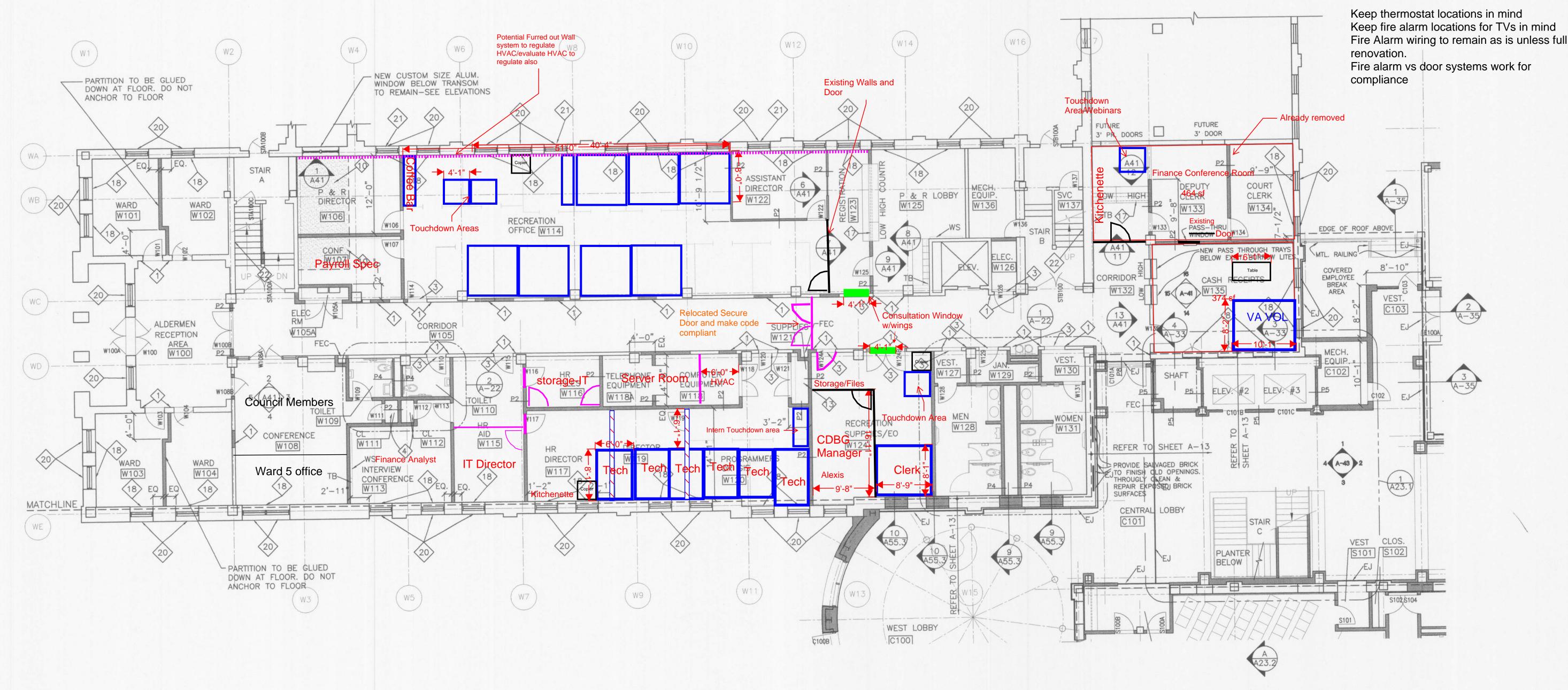
City of O'Fallon, MO Furniture Dealership Services

Date:

Reviewers Name:

		Firms				
		Company 1	Company 1 Company 2 Company 3 Company 4 C			Company 5
Criteria	Max pts	Points	Points	Points	Points	Points
Experience and Technical Competence	25					
Accessibility to products and knowledge of pre- negotiated contracts, purchasing mechanisms	20					
Fee structure and costs	20					
Project Team: Workload and Availability	20					
Past record of performance	10					
Dealerships Proximity & Familiarity	5					
Total Pts	100					

Exhibit F-City provided layouts



FIRST FLOOR PLAN - WEST WING SCALE: 1/8"= 1'-0" **EXISTING SPRINKER SYSTEM**

Legend

Blue Text and lines =general space allocation for proposed use (typical cubicles)
Red Hatched areas=demo walls

Pink lines=new wall and door construction

Yellow lines=turn frosted glass to clear/tinted

Yellow outlined box=new window locations

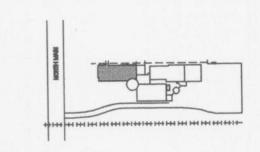
Black lines=existing walls and doors not shown correctly on plan Green Lines=new bullet resistant teller/window locations

Orange=Fire and code notes and new installations

PLAN KEY NOTES

- PATCH TO MATCH EXISTING PARTITION AND BASE.
- 2 PATCH TO MATCH EXISTING BASE.
- 3 PATCH TO MATCH EXISTING FLOOR.
- 4 NEW COAT ROD AND SHELF.
- S NEW STC RATED FOLDING PARTITION.
- 6 FLOOR EXPANSION JOINT (SEE DETAILS).
- 8 EXISTING MILLWORK REMAINS -- CLEAN AND REFURBISH --SEE SPECIFICATIONS.
- S RELOCATED EXISTING MILLWORK
- (SEE DETAILS)
- REPLACE STAIR HANDRAIL (SEE DETAIL).

- (SEE DETAIL).
- 13 INSTALL SEVEN (7) ADJUSTABLE SHELVES.
- 3" PC CONC. CEIL'G SEE DTL & STRUCT.
- PROVIDE NEW LIGHTWEIGHT CONCRETE FILL TO TAPER
 UP SHOWER ROOM FLOOR TO ACCESSIBLE SHOWER STALL.
- PROVIDE ACCESSIBLE RECESSED SHOWER RECEPTOR
- CASED OPENING
- HORIZONTAL BLINDS
- TRANSLUCENT GLASS INNER PANE
- SECONDARY GLAZED WINDOW, INSTALL AFTER EXISTING WINDOW REFURBISHED
- OPERABLE WINDOWS



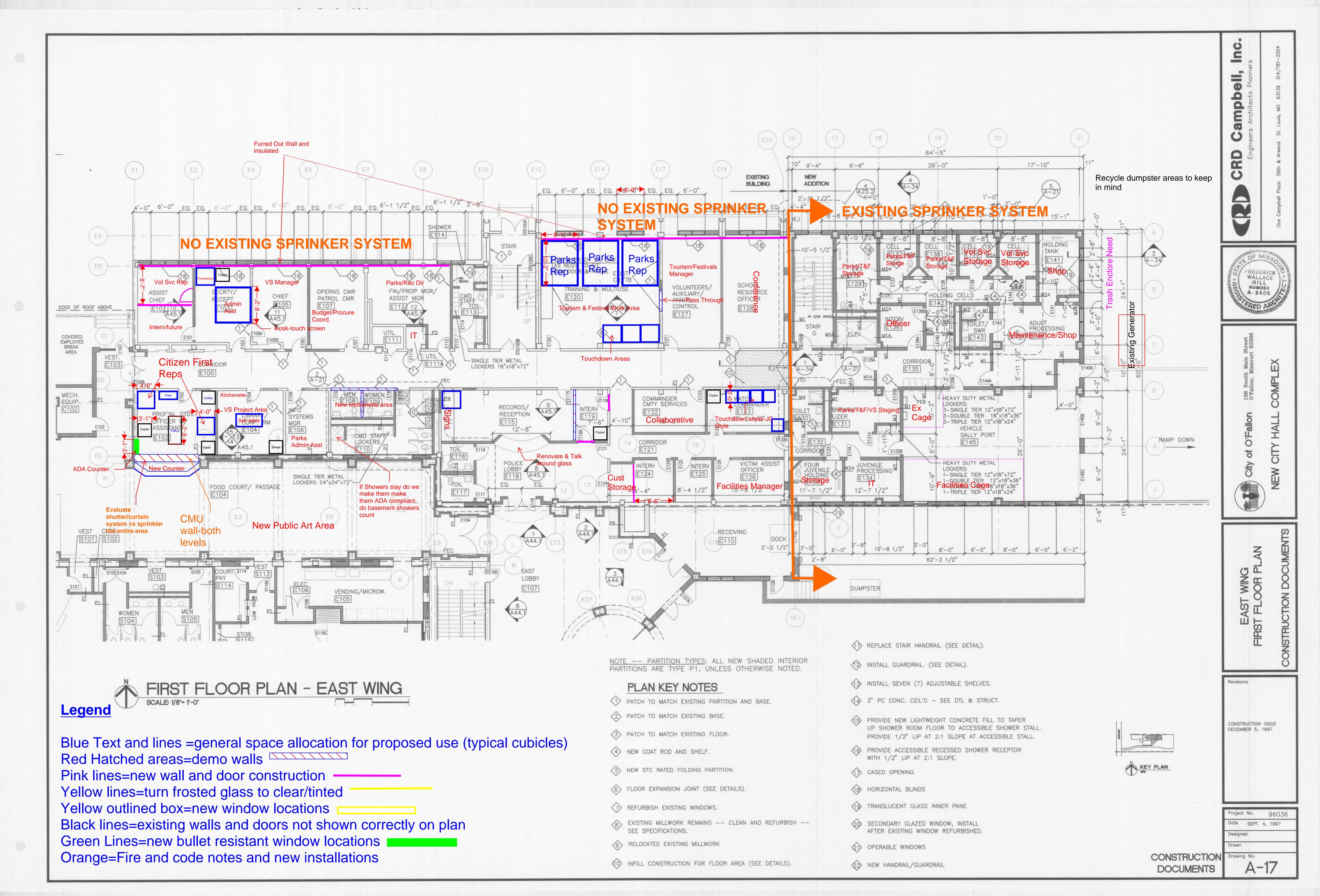
CONSTRUCTION **DOCUMENTS**

A-7

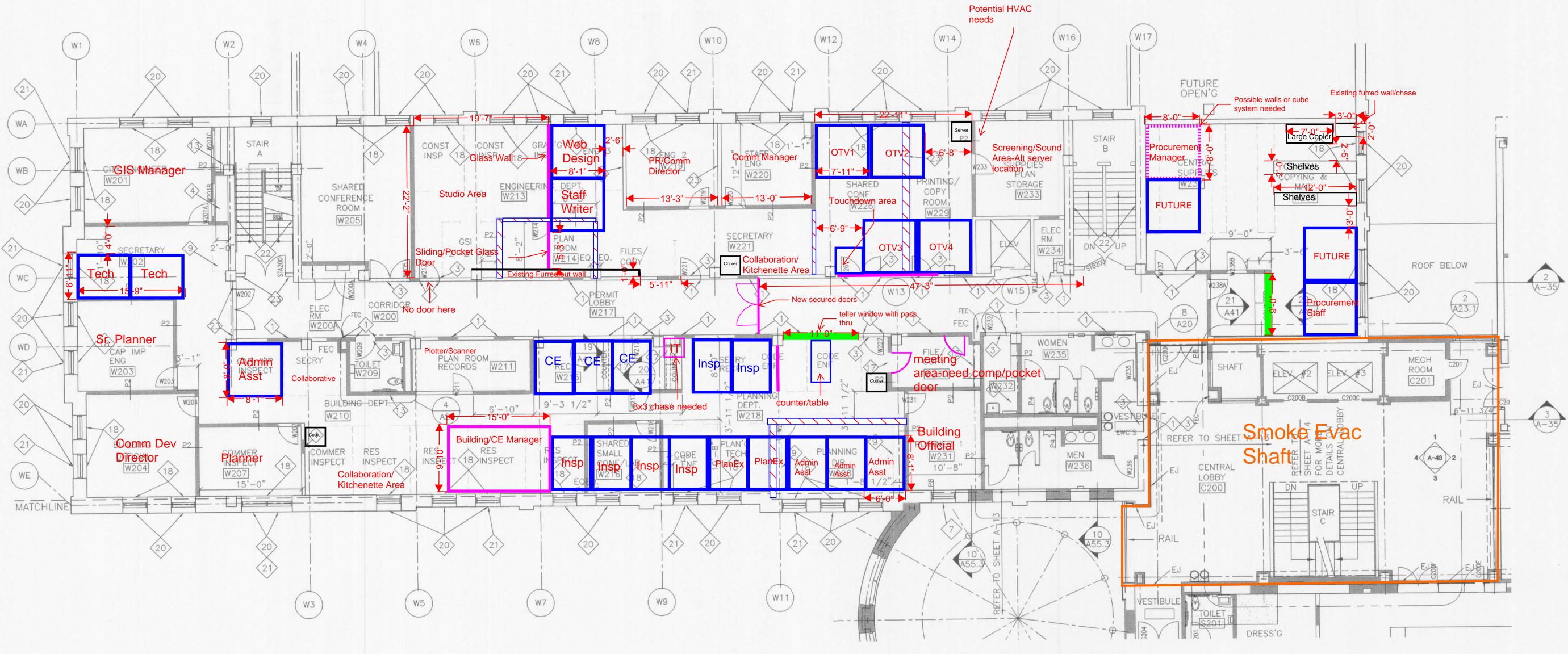
CRD

CONSTRUCTION ISSUE DECEMBER 5, 1997

Date SEPT. 4, 1997



A-8



SECOND FLOOR PLAN - WEST WING
SCALE: 1/8'= 1'-0'

EXISTING SPRINKER SYSTEM

Legend

Blue Text and lines =general space allocation for proposed use (typical cubicles) Red Hatched areas=demo walls Pink lines=new wall and door construction KEY PLAN Yellow lines=turn frosted glass to clear/tinted

Yellow outlined box=new window locations

Black lines=existing walls and doors not shown correctly on plan

Green Lines=new bullet resistant window locations Orange=Fire and code notes and new installations

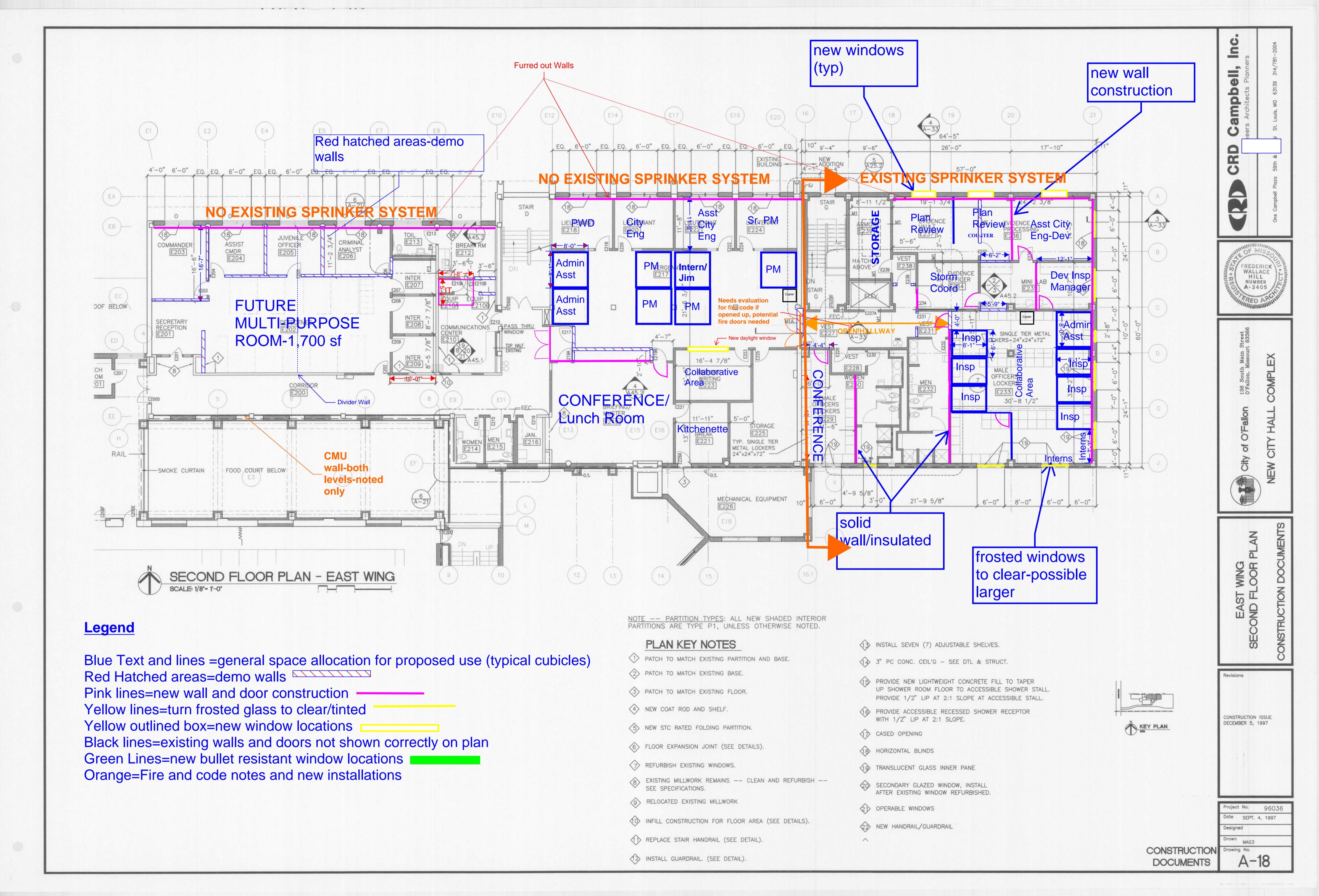
NOTE -- PARTITION TYPES: ALL NEW SHADED INTERIOR PARTITIONS ARE TYPE P1, UNLESS OTHERWISE NOTED.

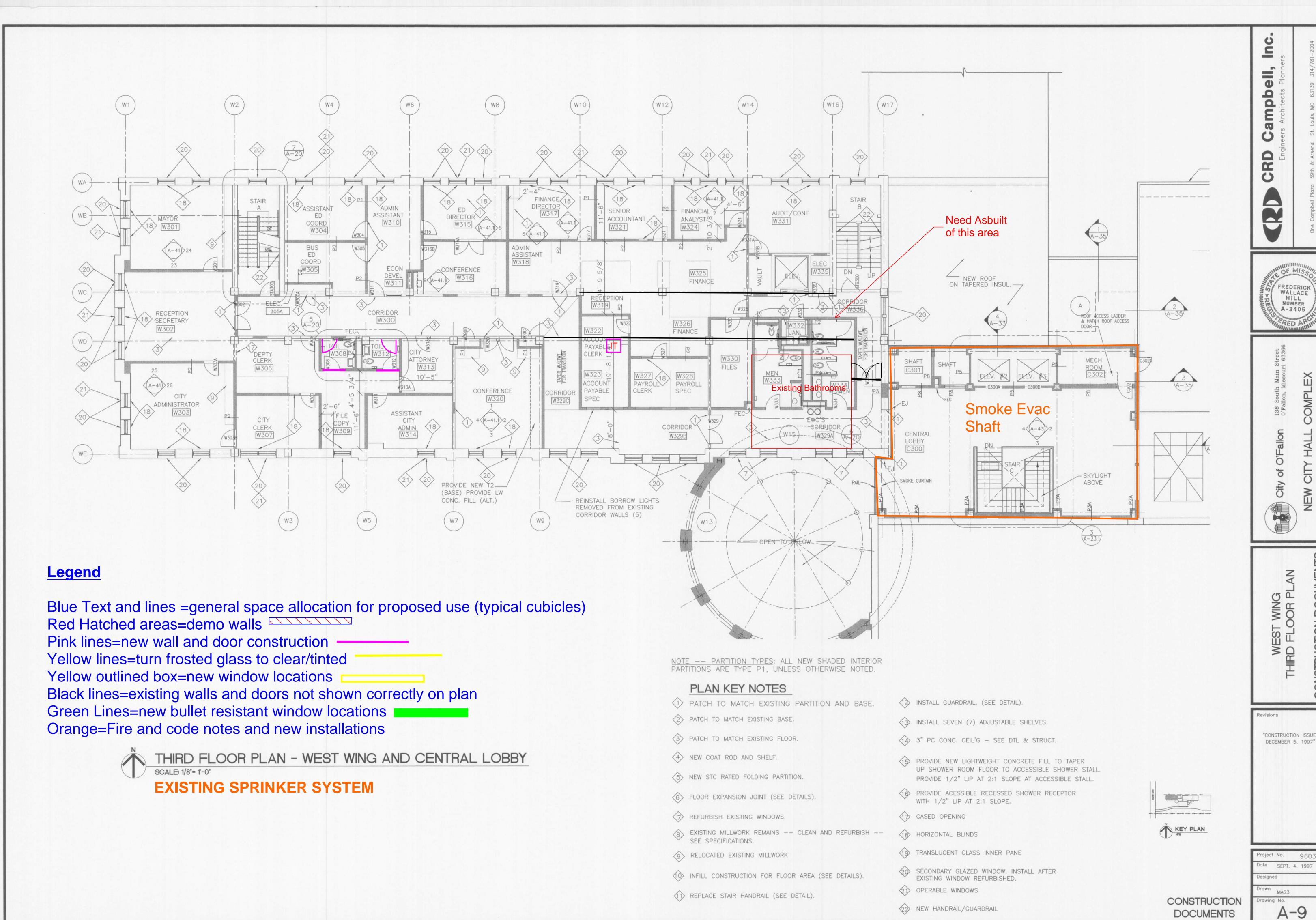
PLAN KEY NOTES

- 1) PATCH TO MATCH EXISTING PARTITION AND BASE.
- 2 PATCH TO MATCH EXISTING BASE.
- 3 PATCH TO MATCH EXISTING FLOOR.
- 4 NEW COAT ROD AND SHELF.
- (5) NEW STC RATED FOLDING PARTITION.
- 6 FLOOR EXPANSION JOINT (SEE DETAILS).
- REFURBISH EXISTING WINDOWS.
- 8 EXISTING MILLWORK REMAINS -- CLEAN AND REFURBISH -- SEE SPECIFICATIONS.
- 9 RELOCATED EXISTING MILLWORK
- 1 INFILL CONSTRUCTION FOR FLOOR AREA (SEE DETAILS).
- REPLACE STAIR HANDRAIL (SEE DETAIL).
- 12 INSTALL GUARDRAIL. (SEE DETAIL).

- (3) INSTALL SEVEN (7) ADJUSTABLE SHELVES.
- 3" PC CONC. CEIL'G SEE DTL & STRUCT.
- PROVIDE NEW LIGHTWEIGHT CONCRETE FILL TO TAPER UP SHOWER ROOM FLOOR TO ACCESSIBLE SHOWER STALL. PROVIDE 1/2" LIP AT 2:1 SLOPE AT ACCESSIBLE STALL.
- PROVIDE ACCESSIBLE RECESSED SHOWER RECEPTOR WITH 1/2" LIP AT 2:1 SLOPE.
- (1) CASED OPENING
- 48 HORIZONTAL BLINDS
- TRANSLUCENT GLASS INNER PANE
- SECONDARY GLAZED WINDOW, INSTALL AFTER EXISTING WINDOW REFURBISHED.
- OPERABLE WINDOWS
- NEW HANDRAIL/GUARDRAIL
- 23 EXISTING WALL TO REMAIN.
- EXISTING TO REMAIN WITH DOOR OPENING.

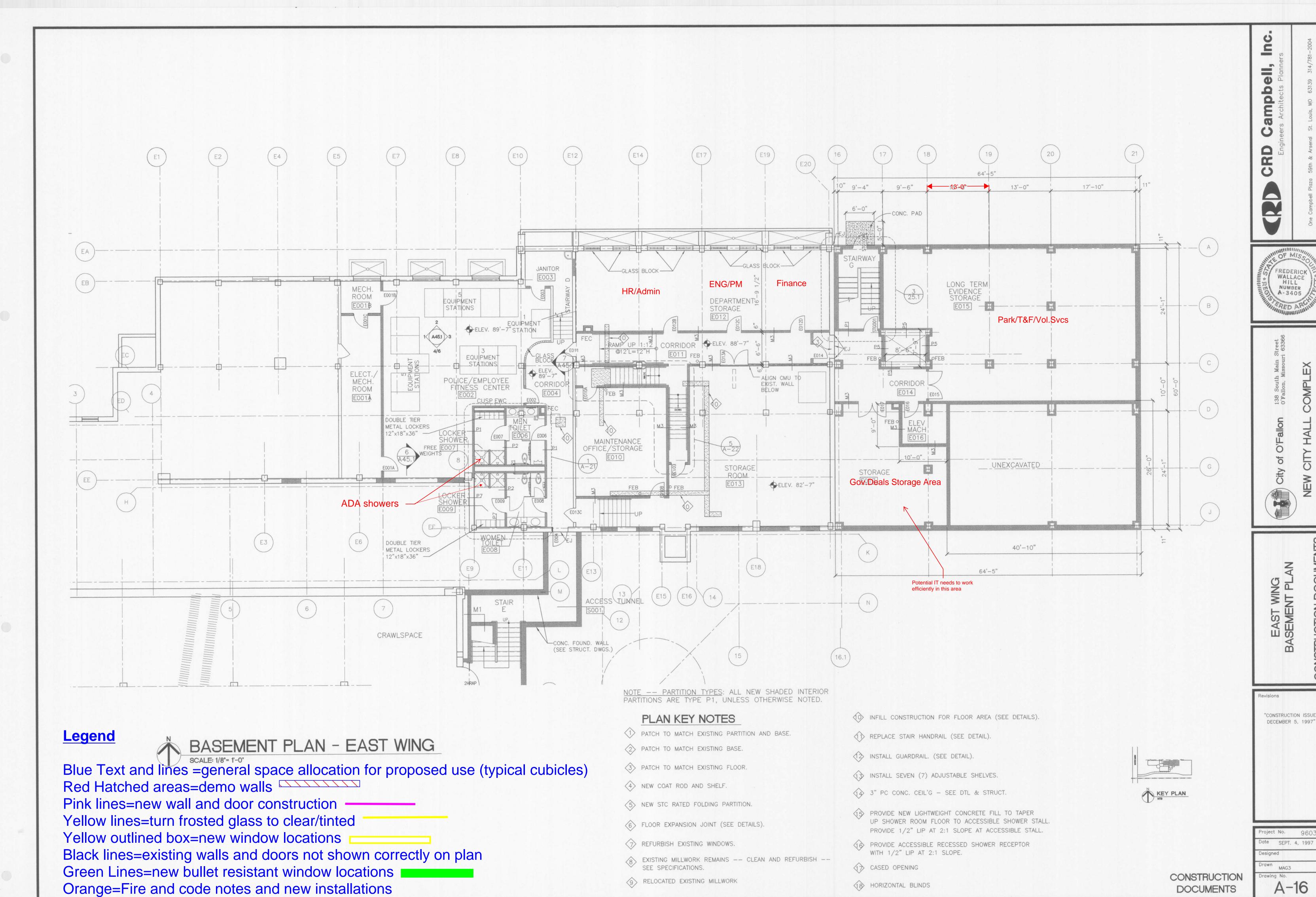
CONSTRUCTION **DOCUMENTS**



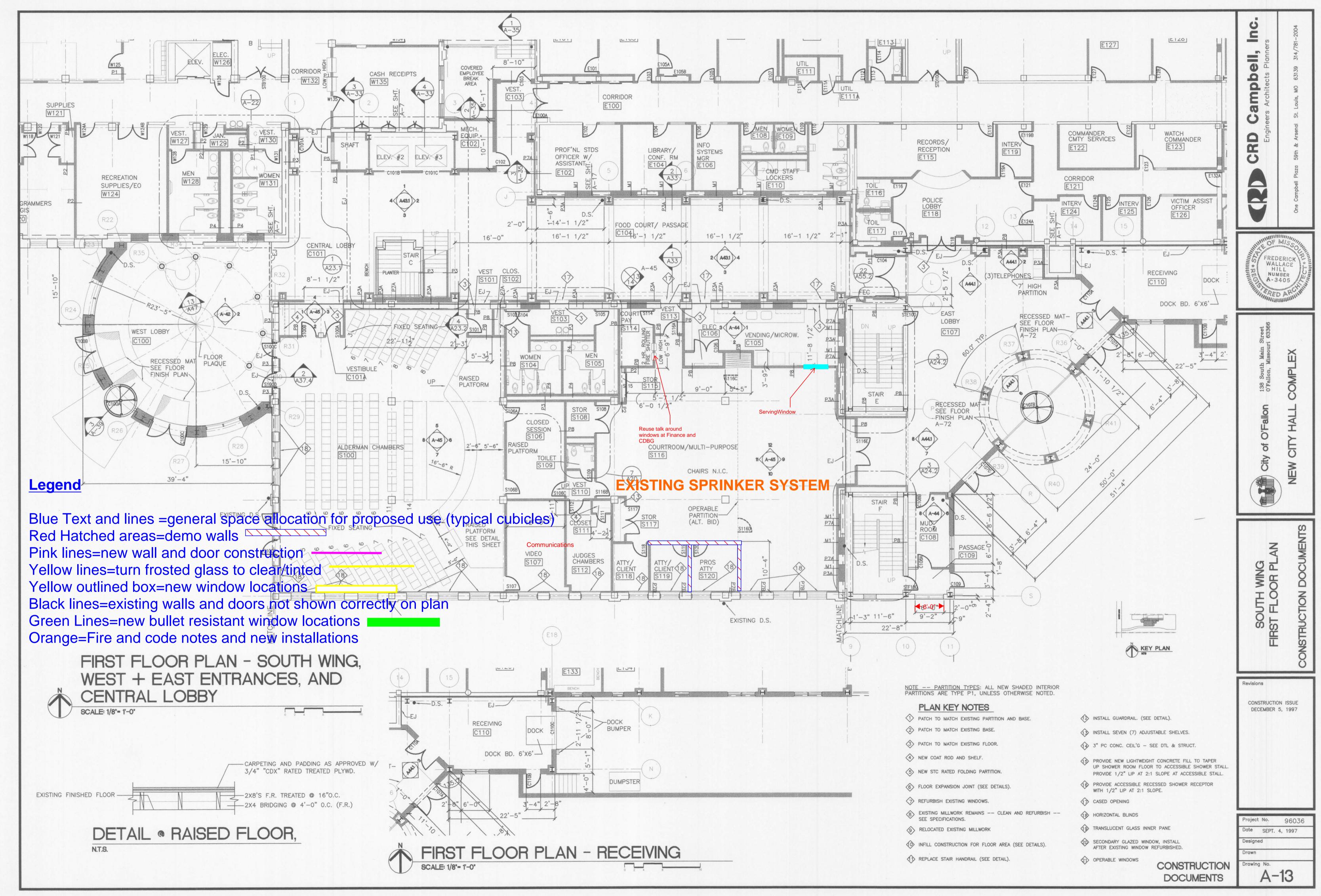


PLOT DATE: 05 DECEMBER 97

DOCUMENTS



PLOT DATE: 05 DECEMBER 97



PLOT DATE: 05 DECEMBER 97