



**Invitation to Bid – Mini Excavator  
November 10, 2014  
Solicitation # 431-0415-30**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST , April 27, 2015**, and then publicly opened and read aloud for Mini Excavator .

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

**Bid Instructions:**

To be considered, you must submit the following:

1. A completed bid sheet(s) as provided with this invitation and a copy of the specifications indicating either **Yes** , the unit bid meets minimum specifications or **No** , the unit does not meet minimum specifications.
2. Vendors must have on file a current copy of the City of Columbia vendor application. Vendors may apply online at <http://www.vendorregistry.com/columbia-tn-vendor-registration> or you may request a form by calling 931-560-1580.
3. Warranty Information on the excavator and its major components as may be applicable.
4. Other items as may be required herein
5. All forms must be signed by someone with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with Invitation to Mini Excavator and opening date of bid, 04/27/2015.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

**SCOPE**

The City of Columbia is seeking bids for the purchase of new mini excavator. The excavator will be used by the public works department on a variety of jobs within the City to include but not limited to street and drainage repairs. To be considered the excavator must minimally meet specifications contained herein but may exceed those minimums.

**GENERAL CONDITIONS** - General conditions are applicable to all purchases made by the City unless specifically amended by other terms and conditions of this invitation.

- a. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

- b. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- c. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- d. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- e. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
- f. **Alternate Bids:** Alternate bids will be considered provided such items meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- g. **Bid Sheets:** Bidders shall use the bid sheet(s) furnished by the City. Failure to submit this sheet as required may render the bid invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
- h. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
- i. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in item o of these conditions.

- k. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- l. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- m. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Bid Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- p. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.
- r. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
- s. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent for the City of Columbia no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager, who shall with the advice of the

Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

**SPECIAL CONDITIONS**

1. The excavator shall upon delivery have a full supply of all oils, lubricants and fuel and shall be fully operational when delivered.
2. Bidder shall furnish along with the bid the locations and hours of operations of nearest service center for warranty and other service as may be required.
3. At the time of delivery, equipment must meet or exceed all federal, state and local safety and emission standards.
4. All operator manuals and maintenance manuals shall be supplied to the City when the excavator is delivered.

**INSURANCE**

The awarded vendor, **if required by the City**, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance,  naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of an award.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
  2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
- Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

**TRAINING**

Bidder shall provide at least six (6) hours of on- site training to City personnel on the proper operation and maintenance of the unit. The City will determine if a lesser amount of time is needed for training. Cost of the training shall be incorporated into the bid price and shall not be billed separately.

**LAWS, TAXES**

Bidders shall comply with all applicable local, State and Federal laws. The awarded vendor is further responsible for all taxes including employment taxes associated with providing goods or services under any resulting award.

**DELIVERY** - Bidders shall include with the bid an expected number of days to delivery after receipt of a purchase order.

**CHANGES AND CLARIFICATIONS**

Verbal changes in the specifications shall not be binding on the City. All changes to or clarification of the specifications shall be expressed in writing by the Purchasing Agent for the City of Columbia and will be available to all bidders online. It will be the vendor's responsibility to check the City's website for any addendum.

Questions concerning terms, conditions or specifications should be directed to [danny@columbiatn.com](mailto:danny@columbiatn.com) on or before noon on 04/21/2015 if you desire the City to consider those questions through an addendum to this invitation to bid. Any changes will be addressed through addendum and available online no later than 04/23/2015.

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**SPECIFICATIONS AND REQUIREMENTS – Mini Excavator , Solicitation # 431-0415-30**

**Basic Operations**

- Y\_\_\_ N\_\_\_ Net horsepower shall be at least 40 hp
- Y\_\_\_ N\_\_\_ The machine shall be compact radius in design with no more than 4" of the rear of the machine hanging over the tracks when swinging.
- Y\_\_\_ N\_\_\_ Operating weight with the cab option shall be at least 11,000 lb
- Y\_\_\_ N\_\_\_ Lift capacity without bucket fitted, blade down, and long stick shall be no less than 2,700 lbs at a reach of 14'9" over the front and no less than 1,400 lbs at 14'9" over the side.
- Y\_\_\_ N\_\_\_ Maximum digging depth with a long stick shall be at least 12'
- Y\_\_\_ N\_\_\_ Maximum reach with a long stick shall be at least 19'
- Y\_\_\_ N\_\_\_ Transport width shall not exceed 78" with 16" tracks

**Engine**

- Y\_\_\_ N\_\_\_ Engine shall meet US EPA Tier 4 emission requirements
- Y\_\_\_ N\_\_\_ Machine shall be water cooled, 4 stroke, 4 cylinder diesel engine
- Y\_\_\_ N\_\_\_ Engine shall have automatic engine idle that automatically lowers engine rpms when machine is not in use to save fuel
- Y\_\_\_ N\_\_\_ Electrical system voltage shall be 12 volt
- Y\_\_\_ N\_\_\_ Machine shall have a minimum 52 amp maintenance free battery
- Y\_\_\_ N\_\_\_ Alternator shall not be rated at less than 50 amps
- Y\_\_\_ N\_\_\_ The machine's electrical system shall incorporate a resettable 'circuit breaker' switch
- Y\_\_\_ N\_\_\_ All wire harnesses shall be encased in nylon mesh bindings
- Y\_\_\_ N\_\_\_ Machine shall have sealed electrical connectors
- Y\_\_\_ N\_\_\_ The cooling system fan shall incorporate a guard
- Y\_\_\_ N\_\_\_ Water separator in fuel line shall be factory installed standard equipment
- Y\_\_\_ N\_\_\_ A factory installed high-ambient temperature cooling package
- Y\_\_\_ N\_\_\_ The air cleaner shall incorporate both primary and secondary safety elements

**Power train and Transmission**

- Y\_\_\_ N\_\_\_ Travel speed shall be at least 1.7 mph in low and 2.7 mph in high
- Y\_\_\_ N\_\_\_ Traction force shall be at least 10,000 ft lbs in low and 5,400 ft lbs in high
- Y\_\_\_ N\_\_\_ Auto two speed sensing

**Hydraulic System**

- Y\_\_\_ N\_\_\_ Machine shall have one variable displacement piston pump with an output of 39.6 gal/min at 2400 rpm
- Y\_\_\_ N\_\_\_ Equipment operating pressure shall be at least 3500 psi
- Y\_\_\_ N\_\_\_ Swing pressure shall be at least 3100 psi
- Y\_\_\_ N\_\_\_ Primary circuit shall have an output of at least 21 gal/min
- Y\_\_\_ N\_\_\_ Secondary circuit shall have an output of at least 6.5 gal/min
- Y\_\_\_ N\_\_\_ An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine. Also to allow depressurization of hydraulic system in ordered to attach work tools.
- Y\_\_\_ N\_\_\_ All fittings shall be of the O Ring Face Seal type for sealing against leaks
- Y\_\_\_ N\_\_\_ The boom cylinder circuit shall be fitted with a 'boom drift reduction valve'
- Y\_\_\_ N\_\_\_ Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard
- Y\_\_\_ N\_\_\_ Factory installed hydraulics to operate the swivel coupler and thumb attachment
- Y\_\_\_ N\_\_\_ The bucket service shall have a relief valve fitted to protect the cylinder against shock loading
- Y\_\_\_ N\_\_\_ The machine shall have a confluence valve fitted to maintain straight line travel during operation of other components
- Y\_\_\_ N\_\_\_ The machines travel and throttle functions shall be pilot controlled
- Y\_\_\_ N\_\_\_ End damping on both Boom and Stick cylinders shall help avoid spoil loss when loading at height and reduce shock loading
- Y\_\_\_ N\_\_\_ Machine shall have a load sensing, flow sharing, variable margin displacement piston

Y\_\_\_ N\_\_\_ pump system  
Auxiliary hydraulic valve shall be standard with standard hydraulic quick disconnects on the stick

#### **Undercarriage**

Y\_\_\_ N\_\_\_ Track length shall be a minimum of 102"  
Y\_\_\_ N\_\_\_ Overall track width shall not exceed 78"  
Y\_\_\_ N\_\_\_ Track shoe width shall be 16" Rubber Belt with Rubber Pads  
Y\_\_\_ N\_\_\_ Maximum drawbar pull shall not be less than 10,000 lbs

#### **Operator's Station**

Y\_\_\_ N\_\_\_ A monitor system which includes...As standard - machine security system(operator code), diagnostics, electronic pattern changer, primary and secondary aux flow adjust, hydraulic thumb/swivel control, ECO mode, auto idle and continuous flow.  
Y\_\_\_ N\_\_\_ Machine shall have 100% pilot controls. All excavator services, machine travel, and dozer shall be pilot operated  
Y\_\_\_ N\_\_\_ Continuous flow must be able to be activated with flow in either direction and at any flow rate  
Y\_\_\_ N\_\_\_ Machine must have adjustable auxiliary flow control for better controllability of attachments  
Y\_\_\_ N\_\_\_ Pump flow shall decrease (auto-idle) when controls are in neutral  
  
Y\_\_\_ N\_\_\_ A pattern control changer shall be available  
Y\_\_\_ N\_\_\_ Proportional auxiliary control and proportional boom swing control shall be on the joystick  
Y\_\_\_ N\_\_\_ All controls shall be isolated when the control consoles are raised for entrance or exit of the operator station  
Y\_\_\_ N\_\_\_ The machine shall not be able to start when any of the controls are 'live'  
Y\_\_\_ N\_\_\_ The upper body swing lock shall be automatically applied upon centering of the joystick  
Y\_\_\_ N\_\_\_ Machine shall have the windshield wiper mounted in such a way that the wires do not have to be disconnected when the windshield is raised  
Y\_\_\_ N\_\_\_ The rear window shall be able to be removed for escape in case of emergency  
Y\_\_\_ N\_\_\_ Lower front window shall be able to be stowed overhead, inside the cab for maximum visibility  
Y\_\_\_ N\_\_\_ The cab door shall be capable of latching back in the open position  
Y\_\_\_ N\_\_\_ The cab shall have a polycarbonate skylight for visibility when loading at height  
Y\_\_\_ N\_\_\_ A suspension seat shall be standard with a high back/head rest  
Y\_\_\_ N\_\_\_ Operator sound pressure level shall not exceed 82 dB  
Y\_\_\_ N\_\_\_ Travel alarm shall be standard  
Y\_\_\_ N\_\_\_ Heater shall have variable heat settings  
Y\_\_\_ N\_\_\_ Machine shall have multi function capability of boom swing and upper body swing for extra machine versatility in tight areas  
Y\_\_\_ N\_\_\_ Air conditioning shall be available  
Y\_\_\_ N\_\_\_ Boom swing and upper body swing shall be able to be operated simultaneously to maximize machine versatility and productivity  
Y\_\_\_ N\_\_\_ Cab air conditioner shall have a primary filter that can be removed for inspection without any tools  
Y\_\_\_ N\_\_\_ Machine shall have a retractable seat belt as standard  
Y\_\_\_ N\_\_\_ Cab shall have a beverage holder  
Y\_\_\_ N\_\_\_ A 12 volt, 5 amp power supply with a cigar lighter type outlet  
Y\_\_\_ N\_\_\_ Machine Security System utilizing operator code before starting  
Y\_\_\_ N\_\_\_ Display screen for monitor machine systems

#### **Boom & Stick**

Y\_\_\_ N\_\_\_ Digging force with a long stick shall be at least 4,750 lbs  
Y\_\_\_ N\_\_\_ Bucket digging force shall be at least 10,000 lbs  
Y\_\_\_ N\_\_\_ Bucket rotation angle shall be a minimum of 204 degrees

- Y\_\_\_ N\_\_\_ Stick will be fitted with a dedicated, rated lifting eye for safe craning
- Y\_\_\_ N\_\_\_ Stick will come factory standard "Thumb Ready"

**Blade**

- Y\_\_\_ N\_\_\_ Blade width shall be at least 78"
- Y\_\_\_ N\_\_\_ Blade height shall be at least 14.5"
- Y\_\_\_ N\_\_\_ Blade dig depth shall be at least 21.5"
- Y\_\_\_ N\_\_\_ Machine shall have a power angle blade
- Y\_\_\_ N\_\_\_ Blade float option shall be included

**Swing System**

- Y\_\_\_ N\_\_\_ Swing speed shall be 10 rpm
- Y\_\_\_ N\_\_\_ Left boom swing shall be at least 80 degrees
- Y\_\_\_ N\_\_\_ Right boom swing shall be at least 50 degrees
- Y\_\_\_ N\_\_\_ Machine shall have a spring applied, hydraulic release automatic swing break

**Optional Work Tools**

- Y\_\_\_ N\_\_\_ 18" heavy duty bucket w/ pins, 36" heavy bucket w/ pins, and a minimum 48" width ditching bucket w/ pins (all compatible with swiveling attachment)
- Y\_\_\_ N\_\_\_ Hydraulic dual lock pin grabber tilting coupler
- Y\_\_\_ N\_\_\_ Full rotation hydraulic thumb
- Y\_\_\_ N\_\_\_ Coupler must offer the option to turn the bucket around in front shovel positioning providing the advantage of digging under obstacles
- Y\_\_\_ N\_\_\_ Exterior work lights providing full illumination within the working area

**Serviceability**

- Y\_\_\_ N\_\_\_ Track rollers and carrier rollers shall be lifetime lubricated for increased service life
- Y\_\_\_ N\_\_\_ Hoods, compartments, fuel filler cap and the machine ignition shall be operated by a single key
- Y\_\_\_ N\_\_\_ Both the boom and dozer cylinder rods shall have a guard or cover to prevent damage
- Y\_\_\_ N\_\_\_ One maintenance-free battery shall be provided
- Y\_\_\_ N\_\_\_ Fuse box shall be accessible without tools
- Y\_\_\_ N\_\_\_ An electronic priming fuel pump shall be standard
- Y\_\_\_ N\_\_\_ SOS points and pressure test points shall be standard
- Y\_\_\_ N\_\_\_ Side cover shall provide access to main implement valve

**Minimum Capacities**

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- Y\_\_\_ N\_\_\_ Fuel tank capacity shall be a minimum of 16 gal
  - Y\_\_\_ N\_\_\_ Cooling system capacity shall be a minimum of 2.5 gal with long life coolant , minimum life 3000 hours or three years and rate to 36° F
  - Y\_\_\_ N\_\_\_ Engine oil capacity shall be a minimum of 2.5 gal
  - Y\_\_\_ N\_\_\_ Hydraulic tank capacity shall be a minimum of 18 gal
  - Y\_\_\_ N\_\_\_ Hydraulic system shall not hold less than 20.5 gal

**Warranty**

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- Y\_\_\_ N\_\_\_ 1 year full coverage warranty
  - Y\_\_\_ N\_\_\_ 3 year, 3,000 hour power train warranty
  - Y\_\_\_ N\_\_\_ Engine oil and filter shall have a recommended change interval of 500 hours



**Bid Sheet - City of Columbia**  
**Invitation to Bid – Mini Excavator**  
**Solicitation # 431-0415-30**

Items Bid	Make	Model	Bid	Delivery Days After Receipt of Order
Mini Excavator				
18 inch heavy duty bucket with pins				
36 inch heavy duty bucket with pins				
Ditching bucket with pins				
Full rotation hydraulic thumb				
Hydraulic dual lock pin grabber tilting coupler				
Work Lights				

Nearest Location for service and parts manned by factory trained service personnel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In compliance with this Invitation for Bid for a Mini Excavator, Solicitation 431-0415-30 and subject to all conditions thereof unless further amended in writing and attached hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price listed above..

My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Vendor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date : \_\_\_\_\_

# City of Columbia Statement of No Bid

ITB #431-0415-30

If bidder is not bidding on the items, goods and/or services as stated in this ITB, please complete and return this form to:  
City of Columbia Tennessee, Purchasing Department, 700 North Garden St , Columbia Tennessee 38401.

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NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

\_\_\_\_ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

\_\_\_\_ Specifications unclear (please explain below).

\_\_\_\_ We do not offer this commodity and/or service or an equivalent.

\_\_\_\_ insufficient time to respond to the ITB.

\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_ Cannot meet insurance requirements.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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