

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 9th day of August 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request from the 13th Judicial Circuit for an extended leave of absence without pay for Jeffery Brown, a Deputy Court Marshal I in position number 81, from 8/8/2016 through 9/12/2016 per the Boone County Personnel Policy Manual, section 5.7 and does hereby authorize the County's continued payment of the cost of employee only health insurance for Jeffery Brown through Anthem Blue Cross.

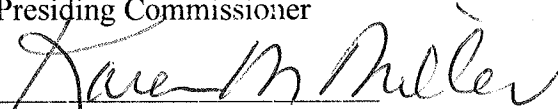
Done this 9th day of August, 2016

ATTEST:

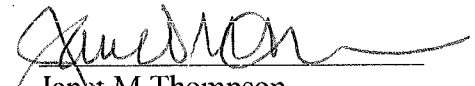
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



**Office of Court Administrator
Thirteenth Judicial Circuit Court**

Mary Epping
Court Administrator

Cindy Garrett
Deputy Court Administrator

August 1, 2016

Re: Jeffery Brown

Commissioners,

Jeffery Brown is a Deputy Court Marshal I in the Boone County Court Marshal's Office. He has worked for the County since April 4, 2016. On Monday July 11, Deputy Brown was unable to come to work due to complications of an injury he sustained while serving in the US Army; he received the Purple Heart 3 times during his service.

Deputy Brown has not been able to return to work since July 8, but has reached a treatment plan with his doctors that will require surgery this week, and 6 weeks to recoup before being able to be on his feet. Although Deputy Brown is still on probation, based on his performance and experience, his supervisor – Court Marshal Les Werner – and I request that he be given leave to recoup and return to work. As he will be on administrative, unpaid leave, we are also asking that we have 16 hours a week added to our part-time pool (at \$15.64/hr) to assist with covering his shifts. The alternative is termination. If we posted the position for a week, did interviews, made an offer and had to wait for someone to give 2 weeks notice, then had to train someone new, we'd be behind where we are with Brown, and would lose out on Brown's experience in and outside the court.

Brown's Leave Balance

He has 18.15 hours of sick leave that have been used for his leave starting with July 11. As he is still on probation, he is not able to utilize his accrued annual leave.

Deputy Brown is on county insurance. It's my understanding he has no dependents on his health or dental insurance.

County Policies 5.6 and 5.7- Leaves of Absence Without Pay (non-FMLA)

Policy 5.6 states once an employee has exhausted his/her paid leave, the Administrative Authority may grant the employee a 30 day leave of absence without pay.

Policy 5.7 states that a leave of absence beyond 30 days must be approved by the Commission. If a leave of absence is granted for more than 30 days the County will pay the employee's (employee only) insurance premiums for a maximum of 90 days, unless the Commission authorizes additional premium payments.

REQUEST FOR FMLA TEMPORARY EMPLOYEE

Please complete and return to the Auditor's office. If you hire a temporary employee, you may submit this form with the Personnel Action Form for the temporary replacement employee. If you use a temp agency, please submit the form with the first payment request.

Department Name and Number Circuit Court, Court Marshals - 1210 Date 8/1/16

Name of Employee on FMLA Leave Jeff Brown Pos. # 81

Date Employee was placed on FMLA Leave 7/8/16

Employee's anticipated date of return to work 9/12/16

Name of Temporary Employee(s) or Temp Agency Steve Lake and Robin Raisch

Requested Hourly Rate \$15.64 Range (if applicable)

(If you are hiring a temporary employee rather than using a temp agency and need assistance in determining the correct range and hourly rate, please contact Human Resources.)

Anticipated Starting Date 8/9/16

Anticipated Ending Date 9/9/16

Total Hours Requested 80

(May not exceed the equivalent of the hours worked in a six week period by the employee placed on FMLA leave; any additional amount requires county commission approval)

Administrative Authority

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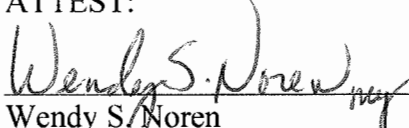
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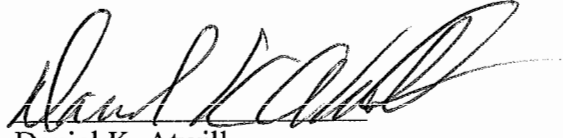
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Facilities Maintenance to add funds to the security budget to cover costs for laptop and antivirus, additional supplies and tools.

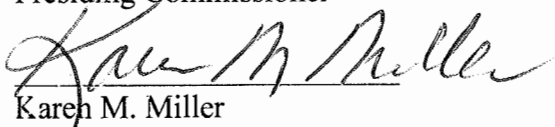
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6103	10100	Facilities Security	Salaries and Wages	4,250	
6103	23035	Facilities Security	Maintenance Supplies		2,500
6103	23850	Facilities Security	Minor Equipment & Tools		500
6103	91301	Facilities Security	Computer Hardware		1,215
6103	23050	Facilities Security	Other Supplies		35
				4,250	4,250

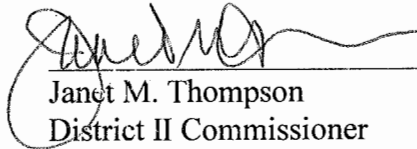
Done this 9th day of August, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



140 Westwoods Dr. Liberty, MO 64068
816.415.4237

QUOTE

Number	49277-0
Quote Date	07/11/2016
Page	0001

Bill to: Boone County Government Center
801 E. Walnut
Columbia, MO 65201

Service Address: Boone County Government Center
Spare parts
801 E. Walnut
Columbia, MO 65201

Phone: (573) 886-4319

Phone: (573) 886-4319

Cust Code		Ordered By		Salesman		Customer PO		Wanted Date	
4079				Chris Williams				07/12/2016	
FOB					Terms				
					DUE UPON RECEIPT				
Line	Qty	U/M	Item #	Description	U/M	Price	Extension		
0001	1	ea	AL600ULXB	Off-Line Switching Pwr Supply 12/24VDC @ 6A	ea	220.59	220.59		
0002	1	EA	910PTNNEK00000	RP15 Mullion Multiclass SE Contactless Smart Card Reader: Finished Reader 1.9" x 6.0" x 0.9" Available in Black or Grey	EA	202.69	202.69		
0003	1	EA	920PTNNEK00000	RP40 Wall Switch Multiclass SE Contactless Smart Card Reader Finished Reader Wall Switch 3.3" x 4.8" x 1.0" Available in Black or Grey	EA	202.69	202.69		
0004	1	EA	921PTNNEK00000	RPK40 Wall Switch Keypad Multiclass SE Contactless Smart Card Reader: Finished Reader 3.3" x 4.8" x 1.0" Available in Black or Grey	EA	348.47	348.47		

SubTotal 974.44

*Include \$3,000 on Budget Pensions
to cover costs through the end of
the year.*

Total 974.44

Various class 2 accounts

*Class 2 3,000.00 +
91301 1,215.00 +
91302 35.00 +
4,250.00 **



World Wide Technology, Inc.

Sales Quotation

Submitted By

Submitted To

Quote Number: 4210608.4
Customer: Boone County, MO - Information Technology
Quote Date: 07/14/2016
Contract: SOM - PVC - ST C211034001 Exp. Date: 09/30/2016

Herbert, Brian L
P: (314) 212-1712
Brian.Herbert@wwt.com

Ryan Irish
RIrish@boonecountymmo.org

Table with 6 columns: Line, Mfr Part #, Mfr Name, Lead Time, Qty, Cust Price, Ext Price. Row 1: 1, V1P80UT#ABA, HP INC., Call, 1, \$1,214.30, \$1,214.30. Description: HP ProBook 650 G2 15.6" Notebook - Intel Core i7 i7-6600U Dual-core (2 Core) 2.60 GHz

Totals

Totals table with 2 columns: Item, Amount. Product Total: \$1,214.30; Maintenance Total: \$0.00; Customer Total: \$1,214.30; Estimated Shipping: \$0.00; Estimated Tax: \$0.00; Total Price: \$1,214.30

Handwritten: 91301 \$1,215

This quote is WWT Confidential Information. Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument. Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter. Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products. Products may only be returned in accordance with the original manufacturer's RMA policy. Items returned after 30 days of receipt may not be returnable due to vendor restrictions. All delivery dates are approximate and not guaranteed. Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point. Payment terms are net 30, unless otherwise agreed to by both parties in writing. All products and services are provided to Buyer in accordance with Seller's terms of sale: https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

Handwritten: 91302 \$35

Handwritten: Antivirus \$35.00 only software

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Community Services for the new position of Program Specialist allocating 75% of the new position costs from the Children's Services Fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2160	86800	Children's Services Fund	Emergency	15,000	
2160	10100	Children's Services Fund	Salary and Wages		12,975
2160	10200	Children's Services Fund	FICA		992
2160	10300	Children's Services Fund	Health Insurance		1,455
2160	10325	Children's Services Fund	Disability Insurance		49
2160	10350	Children's Services Fund	Life Insurance		11
2160	10375	Children's Services Fund	Dental Insurance		105
2160	10400	Children's Services Fund	Workers Comp		22
2160	10500	Children's Services Fund	401A Match		206
2160	71101	Children's Services Fund	Professional Services	815	
				15,815	15,815

Done this 9th day of August, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

07/25/2016
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2160	86800	Children's Services Fund	Emergency	15,000	
2160	10100	Children's Services Fund	Salary and Wages		12,975
2160	10200	Children's Services Fund	FICA		992
2160	10300	Children's Services Fund	Health Insurance		1,455
2160	10325	Children's Services Fund	Disability Insurance		49
2160	10350	Children's Services Fund	Life Insurance		11
2160	10375	Children's Services Fund	Dental Insurance		105
2160	10400	Children's Services Fund	Workers Comp		22
2160	10500	Children's Services Fund	401 A Match		206
2160	71101	Children's Services Fund	Professional Services	815	
				15,815	15,815

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Anticipated costs for new, full time position (Program Specialist) in the Community Services Department. This budget revision allocates cost for the new position at 75%.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Kelly Walsh
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: *Program Specialist Position*

[Signature]
Auditor's Office
PRESIDING COMMISSIONER

[Signature]
Agenda
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

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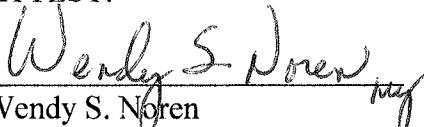
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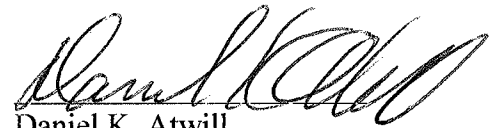
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Community Services for the new position of Program Specialist allocating 15% of the new position costs from the Community Health Fund.

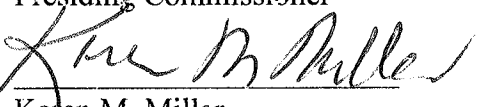
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2130	86850	Community Health Fund	Contingency	3,165	
2130	10100	Community Health Fund	Salary and Wages		2,595
2130	10200	Community Health Fund	FICA		199
2130	10300	Community Health Fund	Health Insurance		291
2130	10325	Community Health Fund	Disability Insurance		10
2130	10350	Community Health Fund	Life Insurance		3
2130	10375	Community Health Fund	Dental Insurance		21
2130	10400	Community Health Fund	Workers Comp		5
2130	10500	Community Health Fund	401A Match		41
				3,165	3,165

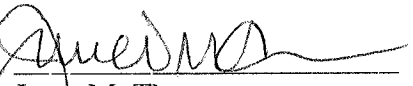
Done this 9th day of August, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

07/25/2016
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2130	86850	Community Health Fund	Contingency	3,165	
2130	10100	Community Health Fund	Salary and Wages		2,595
2130	10200	Community Health Fund	FICA		199
2130	10300	Community Health Fund	Health Insurance		291
2130	10325	Community Health Fund	Disability Insurance		10
2130	10350	Community Health Fund	Life Insurance		3
2130	10375	Community Health Fund	Dental Insurance		21
2130	10400	Community Health Fund	Workers Comp		5
2130	10500	Community Health Fund	401 A Match		41
				<u>3,165</u>	<u>3,165</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Anticipated costs for new, full time position (Program Specialist) in the Community Services Department. This Revision incorporates funds from the Community Health Fund at 15%.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Kelly Walker
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: Program Specialist Position

in
[Signature]
Auditor's Office
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Agenda

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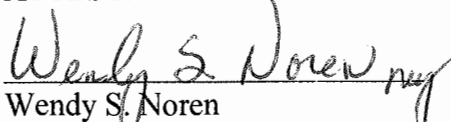
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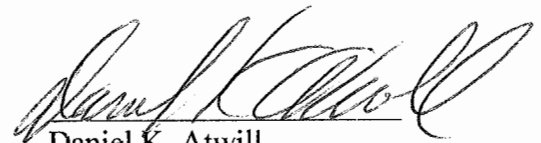
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Community Services for the new position of Program Specialist allocating 10% of the new position costs from General Revenue.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1420	71101	Community and Social Svcs	Professional Services	2,112	
1420	10100	Community and Social Svcs	Salary and Wages		1,731
1420	10200	Community and Social Svcs	FICA		133
1420	10300	Community and Social Svcs	Health Insurance		194
1420	10325	Community and Social Svcs	Disability Insurance		7
1420	10350	Community and Social Svcs	Life Insurance		2
1420	10375	Community and Social Svcs	Dental Insurance		14
1420	10400	Community and Social Svcs	Workers Comp		3
1420	10500	Community and Social Svcs	401A Match		28
				2,112	2,112

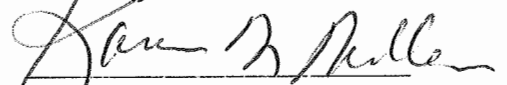
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ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

07/25/2016
EFFECTIVE DATE

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(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1420	71101	Community and Social Services	Professional Services	2,112	
1420	10100	Community and Social Services	Salary and Wages		1,731
1420	10200	Community and Social Services	FICA		133
1420	10300	Community and Social Services	Health Insurance		194
1420	10325	Community and Social Services	Disability Insurance		7
1420	10350	Community and Social Services	Life Insurance		2
1420	10375	Community and Social Services	Dental Insurance		14
1420	10400	Community and Social Services	Workers Comp		3
1420	10500	Community and Social Services	401 A Match		28
				<u>2,112</u>	<u>2,112</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Anticipated costs for new, full time position (Program Specialist) in the Community Services Department. This budget revision allocates cost for the new position at 10%.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

Kelly Waller
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
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- Comments: *Program Specialist Position*

in
Auditor's Office
[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

Agenda
[Signature]
DISTRICT II COMMISSIONER

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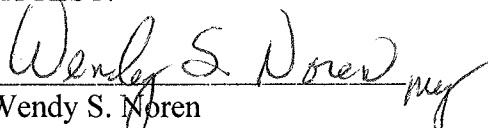
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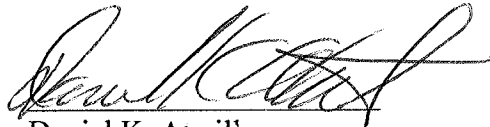
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Community Services for the new position of Program Specialist for new computer hardware and software allocating 67% from the Children's Services Fund and 33% from General Revenue.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2160	71101	Children's Services Fund	Professional Services	1,270	
2160	91301	Children's Services Fund	Computer Hardware		771
2160	91302	Children's Services Fund	Computer Software		181
2160	23850	Children's Services Fund	Minor Equip. & Tools		318
1420	71101	Community and Social Svcs	Professional Services	625	
1420	91301	Community and Social Svcs	Computer Hardware		380
1420	91302	Community and Social Svcs	Computer Software		89
1420	23850	Community and Social Svcs	Minor Equip. & Tools		157
				1,895	1,895

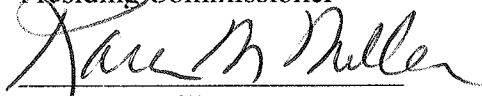
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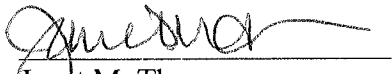

 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

Anticipated Costs for Program Specialist Position hired at FHR

Prepared by: Jason Gibson, Auditor's Office 07/19/2016

PROGRAM SPECIALIST , Range of 35 @ FHR \$19.66/hr					AMOUNTS FOR BUDGET ALLOCATION			
<u>Account</u>	<u>Budget Hours</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Budget Rounded</u>	<u>2160 75%</u>	<u>2130 15%</u>	<u>1420 10%</u>	
10100 Salary & Wages	880	19.66	17,300.80	17,301	12,975	2,595	1,731	17,301.00
10200 FICA		0.0765	1,323.51	1,324	992	199	133	1,324.00
10300 Health Ins	5 months	5,820	1,940.00	1,940	1,455	291	194	1,940.00
10325 Disability Ins		0.0038	65.74	66	49	10	7	66.00
10350 Life Ins	5 months	48	16.00	16	11	3	2	16.00
10375 Dental Ins	5 months	420	140.00	140	105	21	14	140.00
10400 Workers Comp		0.0017	29.41	30	22	5	3	30.00
10500 401A Match	11 pay periods	25	275.00	275	206	41	28	275.00
Total			<u>21,090.47</u>	\$ 21,092	<u>15,815</u>	<u>3,165</u>	<u>2,112</u>	<u>21,092.00</u>

Jason,

The start date would be whenever I can offer as a start date based on when the budget amendment goes through. I plan on making an offer at the FHR. I received information from IT as follows:

Standard Computer - \$800.00

2 Monitors - \$350.00

Standard Software - \$270.00 (Office, Email, Network and AntiVirus)

Estimated Desktop Phone with service - \$475.00 (This is what we use for our positions

Optional Software

Acrobat Pro - \$180.00

We should be fine in class 2 and I'm going to put furniture in the 2017 budget (we have a couple of desks/chairs that will work for now).

Thank you,
Kelly

		◇
	800•0000	+
	350•0000	+
<i>Hardware</i>	1,150•0000	G+

Kelly Wallis, JD, BSN
 Director of Community Services
 Boone County, Missouri
 605 E. Walnut, Ste. A
 Columbia, MO 65201
 Office: (573) 886-4298
kwallis@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of

August 20 16

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection to Plante & Moran of Southfield, MI.

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

Done this 9th day of August, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 1, 2016
RE: RFP Award Recommendation: *10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection*

Request for Proposal *10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection* closed on March 23, 2016. Four proposal responses were received.

The evaluation committee consisted of the following:

June Pitchford, County Auditor
Tom Darrough, County Treasurer
Aron Gish, IT Director
Julia Lutz, Supervisor Programming & Analysis

The evaluation committee recommends award to Plante & Moran of Southfield, Michigan. Total cost of contract is \$139,355 and will be paid from 1190 – Non-Departmental, account 71101 – Professional Services.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Qualifications

10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection

OFFEROR #1: Plante & Moran, PLLC

It has been determined that **Plante & Moran** meets the minimum requirements in section 6.2.

Experience/Expertise of Offeror (Sections from RFQ: 6.0, 7.0)

Strengths:

Provided consulting for other counties nation wide, including St. Louis County, Missouri and City of Columbia. Provided pertinent references and with 4/5 of these, there was no staff turnover.

Complete independence from all governmental system and ERP software providers – no conflict

Founded in 1924 (page 2)

Staff turnover rate below 15% (page 3)

Proposed project team has recent and significant experience with ERP systems. Which individual would be our primary contact?

Outlined a thorough staff turnover transition procedure (page 43)

The firm has significant experience in the field of ERP consulting, including extensive experience within the local government sector. Pages 8-11 of the their proposal demonstrates the extent of their experience over the past 5 years in providing ERP consulting services within the public sector.

Their proposal reflects significant *recent* and *currently on-going* experience.

PM's experience significantly exceeds the minimum qualifications outlined in section 6.2 of the RFQ.

Pages 12-16 identify *Critical Success Factors*, all of which reflects the firm's knowledge and experience in the field. The proposed *Detailed Project Approach* outlined on pages 18-42 reflects significant understanding of the various phases of an ERP project as well as clearly identified measurable objectives and concrete deliverables and milestones. Throughout the proposal, PM refers to several tools and methodologies that the firm has developed over the years and which they consistently use in ERP consulting engagements.

The firm appears to have low turnover among staff. Their proposal indicates that they would staff the engagement with *employees* rather than *contracted consultants* and they provided satisfactory information regarding how the firm has handled transition issues in the past where staff turnover has occurred on an engagement.

Concerns:

2 counties (Broward County, FL; City of North Miami Beach, FL) have been in progress for 5 years.

This is a large company. We may be a small element in their book of business. Are they assisting us from afar? How much time will they commit to our project? What is a reasonable allocation of time assigned of the staff assigned to our project?

RFP forms are returned electronically (page 31). Need more description here since the County does not yet receive proposal responses electronically (hope to within a year). Page 31

...and with the City (can tell they copied a different RFP response) page. 43

Will need to carefully review their contract terms if they are selected for award. (i.e. "invoices due upon receipt). Page 59.

Implementation - how much are they participating in that? Do they have implementation staff? Is the cost even a possibility for us? What was included in implementation with Horry County, SC? Risk is that it's billed at an hourly rate.

Provide a brief description for the scope of services denoted in the project titles on pages 8 - 11.

On page 7 under finalist vendor system, did the customer pick or did you pick the finalist? Could you provide the short list of vendors?

OFFEROR #2: Brown Smith Wallace

_____ It has been determined that **Brown Smith Wallace** has submitted a **responsive** RFQ response meeting the requirements set forth in the original Request for Qualifications.

 X It has been determined that **Brown Smith Wallace** does not meet the minimum requirements in section 6.2.

Experience/Expertise of Offeror (Sections from RFQ: 6.0, 7.0)**Strengths:**

Founded in 1972

Located in St. Louis so travel reimbursements may be less than out of state firms.

Low turn-over rate of 12%

Provided some local references included the City of St. Louis, City of St. Charles, St. Louis County

Best practices involvement

SIFT evaluation methodology (Suitability of the vendor, Investment, Functionality and Technology) for final vendor selection.

Cost effective

Concerns:

Page 7 of their proposal (in the “A Measurable Difference” section) states: “We are a business partner you can lean on throughout the lifecycle of an *internal audit project*”. We are not seeking consulting services for an internal audit project.

Page 10—The section on *Data Analysis* appears to be relevant to an internal audit engagement but not particularly relevant to the services the County is seeking.

The firm’s Governmental Advisory practice is relatively new—since 2010. It appears that the focus of BSW’s consulting services is primarily in the private sector (non-governmental). The resumes of the proposed staff do not reflect extensive experience in *governmental* ERP consulting services. It appears that the firm is growing their Governmental Advisory practice, but the proposal doesn’t reflect the depth and breadth of experience and expertise we are seeking. A consulting engagement with this firm would result in BSW *gaining* significant experience in the local government sector on this engagement, but I don’t think BSW would necessarily *bring* significant and directly related experience and expertise to the project.

The table on the top of page 15 includes several references to “city” instead of correctly referring to *Boone County* as a “county”. Also under that list, why do they list “engage constituents”.

“Short list vendors will contact you....conduct demonstrations” (page 16). That seems odd. There have apparently been conversations happening between the consultant and the Offeror without County involvement.

BSW provided 5 client references as well as an additional 4 references. Of the 9 total references provided, only 3 of them pertain to local governments and of these 3, only one (City of St. Louis) reflects a project scope similar to ours.

I understand BSW’s reluctance to share fee information for their public sector clients; however, it seems rather odd to refuse to share information that would be “public information” for the governmental clients.

Do not provide Vendor/Software specific services such as implementation and training.

OFFEROR #3: SoftResources

X It has been determined that SoftResources meets the minimum requirements in section 6.2.

Experience/Expertise of Offeror (Sections from RFQ: 6.0, 7.0)**Strengths:**

Provided a clear outline of their processes and the County responsibilities

Provided a realistic timeframe (page 20)

The firm does not use subcontractors or independent contractors.

The firm has been in existence since 1995 (21 years) and has experience with similarly sized governmental organizations. The chart on page 4 reflects familiarity and experience with vendor products and the listing of Consulting Experience (pages 5-7) reflects significant experience with local governments within the last 5 years.

The Project Management Approach (pages 8-20) reflects an extensive understanding of the ERP selection and implementation process. The estimated timelines, clear deliverables and county responsibilities identified reflects the firms' knowledge, experience, and expertise.

Will work with Legal counsel for final contract review.

Concerns:

Page 4- the chart does not clearly identify which of the vendor products listed are applicable to local government ERP needs.

Pages 5-7: I did not note any experience with *county* governments. The organizational structure of county government is often more decentralized than municipal (or other) governments which may present unique challenges for an ERP project, particularly as it relates to building consensus/ acceptance and identifying and implementing business process change.

The firm only has 7 members which could expose the County to risk in the event of turnover or unexpected absences. The size of the firm limits the volume of projects that the firm can undertake in any given year, which in turn limits the cumulative ERP experience of the firm.

The proposal specifies that the engagement would be staffed with two individuals drawn from the five (5) profiles provided. However, the proposal does not specify the specific individuals to be assigned to this engagement so it is difficult to assess the experience and skill set that would be assigned to Boone County. Of the staff profiles provided:

- Mr. Loos is not associated with any of the client references
- Mr. Arnesen is associated with one (1) of the client references
- Ms. Watson and Ms. Ettien are each associated with the same three (3) clients
- Ms. Cruz is associated with two (2) of the referenced clients

What is a reasonable allocation of time assignment of the staff to our project?

371-2016

Please provide a listing of active projects as well as all projects that have been active in the last three years. Indicate the timeframe, current status and the description of current services.

OFFEROR #4: RKV Technologies Inc.

It has been determined that **RKV Technologies Inc.** has submitted a **responsive** RFQ response meeting the requirements set forth in the original Request for Qualifications.

It has been determined that **RKV Technologies Inc.** does not meet the minimum requirements in section 6.2.

Experience/Expertise of Offeror (Sections from RFQ: 6.0, 7.0)**Strengths:**

Located in Jefferson City so travel reimbursements may be less than out of state firms.

DOLIR Project

BMP experience

Consultants have one project at a time.

Perform full-out implementations.

Concerns:

Refers to us as "state agency" on page 44

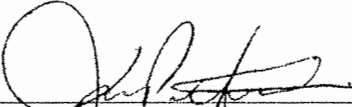
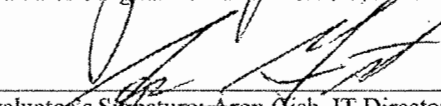
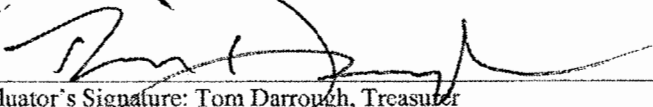
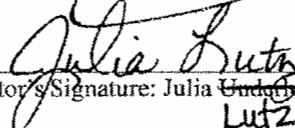
Their transition plan outlined on page 27 sounds as though they have to hire someone in case of transition, so does our project come to a halt? (page 27). I'm surprised there would not be somebody internally that had been kept in the loop on the project that could make a seamless transition.

RKV's business model relies heavily on independent contractors rather than employees.

The majority of RKV's governmental experience is with individual state agencies rather than city and county governments and the projects were quite lengthy, many of them extending over 4-5 years. We are looking for a vendor who has a proven success record in providing ERP consulting services to local government entities similar in size, complexity, scope of services, etc. to Boone County.

Summary: Recommendation for contract award is Plante & Moran.

The evaluation team initially met on April 11, 2016 to review the four proposal responses received. After a thorough review, the team short-listed to Plante Moran and SoftResources. On April 14, clarification questions were sent to the two short-list Offerors. Plante Moran and SoftResources were interviewed on May 3. Following the interviews and review of the clarification question responses, the evaluation team decided to move forward with requesting a scope of work and pricing from Plante Moran. Following review of the scope of work, the evaluation team discussed the need of a Project Manager position at the County and presented this idea to the County Commission on June 13. On June 20, references were checked on Plante Moran.

 _____ Evaluator's Signature: June Pitchford, Boone County Auditor	7/18/2016 _____ Date
 _____ Evaluator's Signature: Aron O'ish, IT Director	7/19/16 _____ Date
 _____ Evaluator's Signature: Tom Darrough, Treasurer	7/20/16 _____ Date
 _____ Evaluator's Signature: Julia Lutz, IT Supervisor	7/18/16 _____ Date

**CONSULTANT SERVICES AGREEMENT
FOR ENTERPRISE RESOURCE PLANNING SYSTEM SELECTION**

THIS AGREEMENT dated the 9th day of August 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Plante & Moran, PLLC** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Agreement for **Consultant Services for Enterprise Resource Planning System Selection**, County of Boone Request for Qualifications (RFQ) number **10-23MAR16**, Clarification #1, Best and Final Offer #1, Contractor's RFQ response dated March 18, 2016, Clarification Response dated April 22, 2016, e-mail dated July 17, 2016 and Best and Final Offer Response dated May 2, 2016, executed by E. Scott Eiler on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and County of Boone Request for Qualifications number 10-23MAR16 shall prevail and control over the Contractor's Qualifications, Clarification and Best and Final Offer responses.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Consultant Services for Enterprise Resource Planning System Selection to the County, as described and in compliance with the original Request for Qualifications and as presented in Contractor's response(s).

Contractor's fees are all inclusive for the services necessary for successful completion and execution of the project. Pricing is based on time and materials with a projected not-to-exceed cost. Contractor acknowledges that the tasks set out in the *County of Boone, MO – ERP Consulting Services County Versus Plante Moran Involvement* are not intended to be inclusive of all responsibilities necessary for the successful completion of each task. The Project Team will provide recommendations to be evaluated by County prior to implementation. All deliverables and resulting work product from the contract will become the property of County. The pricing for each of the tasks is as follows:

Phase 0 – Project Management	Cost
Project Initiation	\$1,880
Define Project Organizational Structure	\$1,880
Develop Project Charter	\$1,880
Develop Detailed Project Plan	\$705
Establish Project Collaboration Center	\$705
Schedule and Moderate Project Status Meetings	\$3,760
Change Management Plan	\$1,880
Phase 0 Not to Exceed Total	\$12,690

Phase 1 – ERP Needs Assessment	Cost
Review Documents	\$940
Assess County’s Information Technology Infrastructure	\$2,820
Conduct Departmental Interviews	\$16,920
Develop high level “as is” process workflow diagrams for the cross functional sessions	\$7,050
Cross Functional Meetings	\$8,460
Prepare Issues & Opportunities and Other Related RFP Documents	\$4,700
Create Action Plan	\$940
Phase 1 Not to Exceed Total	\$41,830
Phase 2 – ERP Request for Proposal (RFP) Development	Cost
Develop Solution Selection Criteria and Define Decision-Making Process	\$1,880
Develop ERP Software/Technical Specifications	\$9,400
Develop Request for Proposal (RFP) Document	\$8,225
Phase 2 Not to Exceed Total	\$19,505
Phase 3 – ERP Evaluation and Selection of Vendor	Cost
Manage Vendor Q&A during Pre-Proposal Due Date Timeframe	\$2,350
Vendor Pre-Bid Meeting	\$940
Analyze Proposals and Select Semi-Finalists	\$11,750
Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates	\$3,525
Schedule and Conduct Vendor Demonstrations	\$1,410
Conduct Additional Due Diligence Activities	\$1,880
Assist in the Selection of a Preferred Vendor	\$3,525
Phase 3 Not to Exceed Total	\$25,380
Phase 4 – ERP Statement of Work and Contract Negotiations	Cost
Conduct Contract Negotiations including Developing Statement of Work (SOW)	\$18,800
Phase 4 Not to Exceed Total	\$18,800
Total for Phases 0 - 4	\$118,205

Phase 2 and Phase 3 additional work may be added if needed at a later date by written authorization by June Pitchford, County Auditor.

Phase 2 – Task 2: Perform Specification review sessions on-site with County staff versus off-site using skype meetings for an additional cost not to exceed \$3,525 as outlined in attached e-mail dated July 13, 2016.

Phase 3 – Task 5: Attend and facilitate on-site vendor demonstrations (3 consecutive days) for up to 3 vendors versus not attending vendor demonstrations for an additional cost not to exceed \$17,625 as outlined in attached e-mail dated July 13, 2016.

3. Additional Services: The County has the option to award and amend this contract in writing at a later date for the following services:

Phase 5 – ERP System Implementation Management Assistance: If Implementation Services are awarded at a later date, the number of hours needed will be determined and billed at a rate of \$235 per hour.

Special Project Work – If the County identifies a need for services beyond the scope outlined in Phases 0-4, the additional services will be agreed to in writing and billed at a rate of \$235.00 per hour.

Phase 5 and Special Project Work outlined above will be pursuant to a written amendment to this contract entered into prior to the commencement of the work. The amendment will outline the scope and agreed-upon not-to-exceed amount of the additional service work. Any work completed without a written amendment executed in advance of such work shall be considered part of the basic Scope of Work.

4. **Delivery** – This Contract Agreement shall commence on the day of award (date written above) and the services and deliverables under this agreement shall be provided in a prompt and timely fashion. Contractor agrees to work with Boone County Representative(s) on a timeline and acceptable schedule.

Contractor shall assist the County in developing a budget estimate for the 2017 budget for the ERP solution. This estimate shall be provided to the County at the latest by September 30, 2016, but preferably by September 1.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor's office, 801 W. Walnut Street, Room 304, Columbia, MO 65201 for service described in the RFQ specifications. Invoices shall be submitted no more frequently than once every 30 days, and shall contain sufficient detail so as to allow County to verify percentage completion of the various phases described in *County of Boone, MO – ERP Consulting Services County Versus Plante Moran Involvement*. The County agrees to pay all invoices within thirty days of receipt of a correct and valid monthly invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County Commission, delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with RFQ specifications, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience by providing the Contractor with 60 days written notice.
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

PLANTE & MORAN, PLLC

BOONE COUNTY, MISSOURI

By: Boone County Commission

By: E. Scott Eiler
E. Scott Eiler, Partner

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION:

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

James E. Pitchford
Signature by [Signature]

8/9/16
Date

1190-71101 - \$139,355

Appropriation Account

Melinda Bobbitt - RE: ERP Consultant Services for Boone County

From: Scott Eiler <Scott.Eiler@plantemoran.com>
To: Melinda Bobbitt <mbobbitt@boonecountymmo.org>
Date: 7/13/2016 2:28 PM
Subject: RE: ERP Consultant Services for Boone County
CC: Jacob Garrett <Jgarrett@boonecountymmo.org>, Tracey Rau <Tracey.Rau@plant...

Melinda:

Here is a table that shows the difference between the Original Pricing and the Alternative Pricing that speaks to the two items below, by phase:

Phase	Base Pricing	Alternative Pricing	Difference
Phase 2	\$19,505	\$23,030	\$3,525
Phase 3	\$25,380	\$43,005	\$17,625
Totals:			\$21,150

Also, see direct response to each of your questions below. Let me know if this response is clear.

Thanks

--

Scott Eiler | Partner, Management Consulting | Government Technology & Operations
 Plante Moran, 27400 Northwestern Highway, Southfield, MI 48034

Direct Dial: 248.223.3447 | Mobile: 248.207.7376 | Fax: 248.603.5618

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Please consider the environment before printing this email.

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymmo.org]
Sent: Wednesday, July 13, 2016 3:10 PM
To: Scott Eiler <Scott.Eiler@plantemoran.com>
Cc: Jacob Garrett <Jgarrett@boonecountymmo.org>; Tracey Rau <Tracey.Rau@plantemoran.com>
Subject: ERP Consultant Services for Boone County

Scott,

On your pricing page, you had included Alternative Pricing. If we include the following, the price is \$139,355 vs. \$118,205. I am writing the contract for \$118,205 and we may choose to amend it at a later date to add one or both of the following:

Phase 2 – Task 2: Perform Specification review sessions on-site with County staff versus off-site using skype meetings.

Phase 3 – Task 5: Attend and facilitate on-site vendor demonstrations (3 consecutive days) for up to 3 vendors versus not attending vendor demonstrations.

For that difference of \$20,150, could you please break that out between Phase 2 and Phase 3 so we know how much each phase is? Phase 2: \$19,505; Phase 3: \$23,030

Also, if the County identifies some additional work that is not contemplated in the contract scope, we would like to add a hourly rate that we can amend the contract with to add additional work. I wanted to confirm that rate is \$235 / hour (same as implementation services). Correct.

Thanks
Melinda

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing
Annex Building
613 E. Ash St., Room 110
Columbia, MO 65201
Telephone: (573) 886-4391
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Email: mbobbitt@boonecountymo.org

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County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement

Revision Date: May 25, 2016
Page 1 of 7

Roles and Responsibilities for Boone County					
Phase 0: Project Management					
Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
1. Project Initiation	<ul style="list-style-type: none"> * Participate in project planning meetings * Review and approve kick-off meeting materials 	<ul style="list-style-type: none"> * Participate in project planning meetings * Create a power point presentation for kick-off meeting * Participate in project kick-off meeting 	Kick-Off Presentation	8	\$1,880
2. Define Project Organizational Structure	<ul style="list-style-type: none"> * Work with P&M in defining an appropriate project organizational structure * Assist in defining roles and responsibilities of the various project organizational components * Determine County staff that will fulfill the various roles defined 	<ul style="list-style-type: none"> * Work with County in the development of a project organizational structure * Work with County in identifying roles and responsibilities for the various components of the project organizational structure 	Project Organizational Structure	8	\$1,880
3. Develop Project Charter	<ul style="list-style-type: none"> * Confirm project scope * Assist in the development of the Project Charter for the ERP selection phase of the project 	<ul style="list-style-type: none"> * Work with County in the development of a Project Charter 	Project Charter	8	\$1,880
4. Develop Detailed Project Plan	<ul style="list-style-type: none"> * Review and approve the proposed selection phase project work plan 	<ul style="list-style-type: none"> * Develop a draft ERP selection phase project work plan that will be updated to a final form based on County feedback * Maintain and update the ERP selection phase project work plan 	MS Project Plan	3	\$705
5. Establish Project Collaboration Center	<ul style="list-style-type: none"> * Work with P&M in determining what should be included in the collaboration environment * Work with P&M in establishing guidelines around the use of the collaboration environment 	<ul style="list-style-type: none"> * Provide project collaboration environment * Set-up the project collaboration environment * Work with County in establishing procedures regarding the use of the collaboration environment * Send invitations to the County team members 	Project Collaboration Environment	3	\$705
6. Schedule and Moderate Project Status Meetings	<ul style="list-style-type: none"> * Participate in project status meetings * Review project status reports 	<ul style="list-style-type: none"> * Facilitate project status meetings * Document meeting minutes 	Meeting Minutes	16	\$3,760
7. Change Management Plan	<ul style="list-style-type: none"> * Review and approve the proposed change management plan 	<ul style="list-style-type: none"> * Include a change management section within the Project Charter 	Change Management Plan	8	\$1,880
Phase 0 Total:				54	\$12,690
Phase 1: ERP Needs Assessment					
1. Review Documents	<ul style="list-style-type: none"> * Provide documents to P&M upon request 	<ul style="list-style-type: none"> * Request documents for review from County * Review requested documents 	Supporting Documents	4	\$940

**County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement**

Revision Date: May 25, 2016
Page 2 of 7

Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
2. Assess County's Information Technology Infrastructure	<ul style="list-style-type: none"> * Provide requested technical infrastructure information to P&M * Determine what documentation is appropriate for inclusion in the RFP versus being of a confidential nature 	<ul style="list-style-type: none"> * Request specific infrastructure documentation from County * Review provided infrastructure documentation * Glean appropriate infrastructure information into the RFP document * Identify potential risks in the technology infrastructure 	Infrastructure Assessment	12	\$2,820
3. Conduct Departmental Interviews	<ul style="list-style-type: none"> * Identify select departments to be interviewed * Coordinate scheduling of departmental interviews * Departments to prepare for interviews by reviewing interview questionnaire and pulling together appropriate documents requested * Departments participate in interview sessions 	<ul style="list-style-type: none"> * Define criteria as to departments to be interviewed * Work with County in identifying departments to interview * Provide available time slots in which to schedule departmental interviews * Provide questionnaire and request for information to collect to departments in preparation for the interviews * Conduct four (4) days of onsite interviews. 	Interview Schedules Departmental Interview Questionnaire	72	\$16,920
4. Develop high level "as is" process workflow diagrams for the cross functional sessions	<ul style="list-style-type: none"> * Work with P&M in identifying the cross functional sessions * Review the workflow diagrams and providing feedback prior to onsite crossfunctional sessions 	<ul style="list-style-type: none"> * Identify up to 6 cross functional sessions * Create as-is process workflow diagrams for each cross functional session based on the departmental interviews 	High level workflow diagrams - Draft	30	\$7,050
5. Cross Functional Meetings	<ul style="list-style-type: none"> * Coordinate scheduling of the crossfunctional meetings * Participate in cross functional sessions (i.e. hire to retire, procure to pay, budget to performance, etc.) 	<ul style="list-style-type: none"> * Facilitate up to 5 onsite cross functional sessions over 2 days * Update the "as is" process workflow diagrams based on the meetings 	High level workflow diagrams - Final	36	\$8,460
6. Prepare Issues & Opportunities and Other Related RFP Documents	<ul style="list-style-type: none"> * Review draft Issues and Opportunities Matrix provided by P&M * Review other related RFP documents * Participate in phone meeting(s) to discuss the documents and provide feedback to P&M to finalize 	<ul style="list-style-type: none"> * Develop and deliver Issues and Opportunities Matrix * Develop and deliver other related RFP documents * Develop and deliver budgetary estimates for the project * Participate in phone meeting(s) to review and discuss draft documents * Finalize the documents 	Issues and Opportunities Document Budgetary estimates for the project Application Migration Plan System Interface Requirements Data Conversion Requirements Transactional Volumes	20	\$4,700

**County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement**

Revision Date: May 25, 2016
Page 3 of 7

Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
7. Create Action Plan	* Participate in discussions with P&M	* Facilitate discussions on decisions that need to be made on proceeding forward such as: - One RFP versus multiple RFPs - On-premise versus vendor-hosted solution - Final decision on modules included in RFP - Other items pertinent to decisions for RFP		4	\$940
Phase 1 Total:				178	\$41,830
Phase 2: ERP Request for Proposal (RFP) Development					
1. Develop Solution Selection Criteria and Define Decision-Making Process	* Work with P&M in determining the overall vendor evaluation and demonstration strategy that will be used * Work with P&M in the development of vendor selection criteria and weights * Work with P&M in defining the decision-making process	* Provide guidance to County in the development of an overall vendor evaluation and demonstration strategy * Provide examples of selection criteria and weightings to consider * Finalize the selection criteria and weights to use * Finalize the decision-making process to be used	Vendor Selection Criteria Vendor Decision-Making Process	8	\$1,880
2. Develop ERP Software/Technical Specifications	* Work with P&M in identifying expectations around the level of detail for the system specifications * Process owners to review the draft specifications provided by P&M * Process owners to meet with P&M to finalize base system specifications including appropriate prioritization	* Establish expectations with County as to the level of detail for the system specifications * Develop a base set of specifications using best practice specifications in combination with those gleaned in the interview and cross-functional sessions and distribute to County * Facilitate the process of reviewing and finalizing the base specifications via skype meetings	ERP System Specifications	40	\$9,400
3. Develop Request for Proposal (RFP) Document	* Review and provide feedback on the base set of Minimal Terms & Conditions * Provide other County boilerplate information to be included in the RFP * Review the other sections of the draft RFP provided by P&M * Approve the final RFP document * Distribute the RFP document as deemed appropriate (posting to County web site, mailing, etc.)	* Prepare and send to County our base set of Minimal Terms and Conditions * Prepare draft RFP document starting with our standard RFP template and County's mandatory forms and distribute to County for review * Prepare pricing forms for County to review * Prepare vendor background questionnaire for County to review. * Update RFP document based on County feedback	Request for Proposal (RFP)	35	\$8,225
Phase 2 Total:				83	\$19,505
Phase 3: ERP Evaluation and Selection of Vendor					

County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement

Revision Date: May 25, 2016
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Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
1. Manage Vendor Q&A During Pre-Proposal Due Date Timeframe	<ul style="list-style-type: none"> * Establish meeting date/time for pre-bid meeting * Facilitate pre-bid meeting * Work with P&M on developing appropriate RFP addenda * Post and/or distribute RFP addenda 	<ul style="list-style-type: none"> * Work with County in developing any RFP addenda 	RFP Addenda	10	\$2,350
2. Vendor Pre-Bid Meeting	<ul style="list-style-type: none"> * Establish meeting date/time for pre-bid meeting * Facilitate pre-bid meeting 	<ul style="list-style-type: none"> * Assist in planning for the pre-bid meeting * Attend the vendor pre-bid meeting via conference call 	Vendor Pre-Bid Meeting Agenda	4	\$940
3. Analyze Proposals and Select Semi-Finalists	<ul style="list-style-type: none"> * Facilitate bid opening * Determine vendors that did not meet minimum criteria and distribute appropriate communications to them identifying the reason for rejecting their bid * Selection committee members to review the appropriate bid document sections * Selection committee members to identify follow-up questions for each responding vendor and forward to P&M * Selection committee members to score each responding vendor based on Round 1 scoring criteria and forward to P&M * Selection committee members to attend vendor bid analysis meeting * Determine if any clarification of vendor responses are required before short-listing can occur * Selection committee members to conclude on remaining vendors * Distribute follow-up questions to remaining vendors * Communicate results of bid analysis to rejected and remaining vendors * Committee members to be prepared to provide available dates for demonstration participation 	<ul style="list-style-type: none"> * Attend conference call after bid opening * Review vendor responses * Identify follow-up questions for responding vendors that passed minimum criteria * Develop many proposal analysis document to assist the selection committee with their Round 2 scoring * Compile vendor questions from selection committee members * Compile selection committee members Round 2 scoring * Facilitate bid analysis meeting * Determine semi-finalist vendors * Confirm available selection committee member dates for conducting demonstrations 	ERP Proposal Analysis Semi-Finalist Vendors	50	\$11,750
4. Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates	<ul style="list-style-type: none"> * Develop vendor demonstration scripts * Work with P&M on development of demonstration agendas 	<ul style="list-style-type: none"> * Provide sample demonstration scripts * Provide guidance on development of demonstration scripts * Work with County in the development of demonstration scoring matrices * Provide sample demonstration agenda and finalize with County 	Example Demonstration Scripts Scoring Matrices Demonstration Agenda	15	\$3,525

County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement

Revision Date: May 25, 2016
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Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
5. Schedule and Conduct Vendor Demonstrations	<ul style="list-style-type: none"> * Determine location and reserve for vendor demonstrations * Schedule vendor demonstrations with vendors * Distribute vendor demonstration agenda and scripts to vendors * Communicate to staff time of vendor demonstrations * Provide scoring sheets to staff attending vendor demonstrations * Selection Committee members to attend all vendor demonstrations * County to tabulate vendor demonstration results including scoring and comments 	<ul style="list-style-type: none"> * Attend vendor demo debrief via conference call after each vendor's last day. * Review compiled results of the demonstrations 	Compiled Vendor Demonstration Results	6	\$1,410
6. Conduct Additional Due Diligence Activities	<ul style="list-style-type: none"> * Prepare and distribute questions to remaining vendors * Review vendor responses to questions * Conduct reference checking against appropriate vendor sites * Conduct site visits against appropriate vendor sites * Conduct corporate visits to finalist vendor locations 	<ul style="list-style-type: none"> * Provide site visit and reference checking forms to County * Review responses to questions submitted to vendors 	Site Visit Template Reference Checking Template Vendor Response to Submitted Questions	8	\$1,880
7. Assist in the Selection of a Preferred Vendor	<ul style="list-style-type: none"> * Provide due diligence results to P&M for review * Selection committee members to score vendors in their established area of scoring * Selection committee members to attend meeting(s) to discuss and conclude on selected vendor * Work with P&M in identifying other costs to be considered as part of the overall project budget including one-time and on-going operational costs * Present recommendation 	<ul style="list-style-type: none"> * Review due diligence results conducted by selection committee members * Attend meeting(s) with the selection committee members to discuss, score and conclude on a selected vendor * Assist in facilitating additional demonstrations with the finalist vendors * Compile selection committee members Round 3 scoring * Work with the selection committee in identifying other costs to be considered as part of the overall project budget including one-time and on-going operational costs and update the draft budgetary document that was created during the needs assessment phase. * Prepare a synopsis of the selection process 	Round 3 Scoring Recommended Vendor Quantification of Project Costs (One-Time and On-Going) Selection Process Synopsis	15	\$3,525
Phase 3 Total:				108	\$25,380
Phase 4: ERP Statement of Work and Contract Negotiations					

County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement

Revision Date: May 25, 2016
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Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
1. Conduct Contract Negotiations including Developing Statement of Work (SOW)	<ul style="list-style-type: none"> * Assist in the development of the Statement of Work * Attend a meeting to discuss the contract negotiation strategy * Determine who from County needs to be involved in the contract negotiations * Identify the critical needs for inclusion in the contract * Determine particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Finalize the contract dollar amount * Assist in negotiating the final contract * Present the final contract to the appropriate committees and to the Board for approval 	<ul style="list-style-type: none"> * Attend a meeting to discuss the contract negotiation strategy with all parties (vendor, County, Plante Moran and County's Attorney) * Assist in development of the statement of work for vendor * Review finalist vendor's contract and propose recommended changes * Meetings with the vendor to review changes to the SOW and contract * Meetings internally with the County to review changes to the SOW and contract * Meetings with the County's attorney to review changes to the SOW and contract * Discuss particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Initiate negotiations with the vendor * Finalize the contract dollar amount * Assist in negotiating the final contract 	Statement of Work Negotiated Vendor Contracts	80	\$18,800
Phase 4 Total:				80	\$18,800
Total for Phase 0-4				503	\$118,205
Phase 5: ERP System Implementation Management Assistance (Optional)					
1. Conduct Project Initiation and Planning Activities	<ul style="list-style-type: none"> * Work with P&M and the selected ERP vendor in project initiation activities * Project leadership to participate in a project expectation alignment session * Project leadership to participate in a risk management session * Project leadership to review and approve tools to be used to manage the project * Establish collaboration environment for the implementation phase of the project * Review project management procedures that have been established 	<ul style="list-style-type: none"> * Work with County and selected ERP vendors in project start-up activities * Conduct a project expectation alignment session with County staff * Facilitate a risk management session with County staff and the selected ERM vendor * Develop appropriate tools for managing the project * Work with County in establishing a collaboration environment for the implementation phase of the project * Participate in up-front analysis and consulting sessions conducted by the selected ERM vendor 	Project Risk Listing Projected Project Cash Flow Other Project Supporting Tools Project Management Procedures	40	\$9,400

**County of Boone, MO - ERP Consulting Services
County Versus Plante Moran Involvement**

Revision Date: May 25, 2016
Page 7 of 7

Activity	County Involvement	P&M Involvement	Deliverable(s)	Hours	Costs
2. Conduct On-Going Project Activities	<ul style="list-style-type: none"> * Participate in meetings * Monitor project risks * Team leads to manage their team activities * Update County management as to project progress * Other executing and controlling project activities * Monitor the overall project budget 	<ul style="list-style-type: none"> * Monitor project timeline progress as updated by the selected ERP vendor * Work with team leads and steering committee members to stay on task * Manage the issues/actions item list * Monitor project risks * Facilitate project steering committee meetings * Review project change orders * Review project invoices * Provide monthly or quarterly budget reports * Review and comment on project deliverables * Monitor vendor compliance to the negotiated contract * Provide acceptance testing guidance * Review and comment on project progress * Facilitate resolution to project issues * Participate in ad-hoc meetings as needed * Estimated 50% (80 hours/month) for 24 months 	Meeting Minutes Change Orders Invoice Reviews Budget Status Report Project Deliverables Others	1,920	\$451,200
3. Conduct Project Close-Out Activities	<ul style="list-style-type: none"> * Review and approve Project Close-Out Report 	<ul style="list-style-type: none"> * Provide post implementation support assistance (2 months after final go-live) * Develop Project Close-Out Report 	Project Close-Out Report	40	\$9,400
Phase 5 Total:				2,000	\$470,000

Totals by Phase	Hours	Fees
Phase 0: Project Management	54	\$12,690
Phase 1: ERP Needs Assessment	178	\$41,830
Phase 2: ERP Request for Proposal Development	83	\$19,505
Phase 3: ERP Vendor Evaluation and Selection	108	\$25,380
Phase 4: ERP Statement of Work and Contract Negotiations	80	\$18,800
Phases 0 - 4 Sub-Total:	503	\$118,205
Phase 5: ERP System Implementation Management Assistance	2,000	\$470,000
GRAND TOTAL:	2,503	\$588,205

PROPOSAL TO PROVIDE ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES

Below is alternative pricing based on the following changes that the County requested,

- **Phase 2 – Task 2:** Perform specification review sessions on-site with County staff versus off-site using skype meetings.
- **Phase 3 – Task 5:** Attend and facilitate on-site vendor demonstrations (3 consecutive days) for up to 3 vendors versus not attending vendor demonstrations.

As such, the not-to-exceed fees for our involvement for all tasks in scope detailed in Phases 0-4 below under the alternative approach is \$139,355.

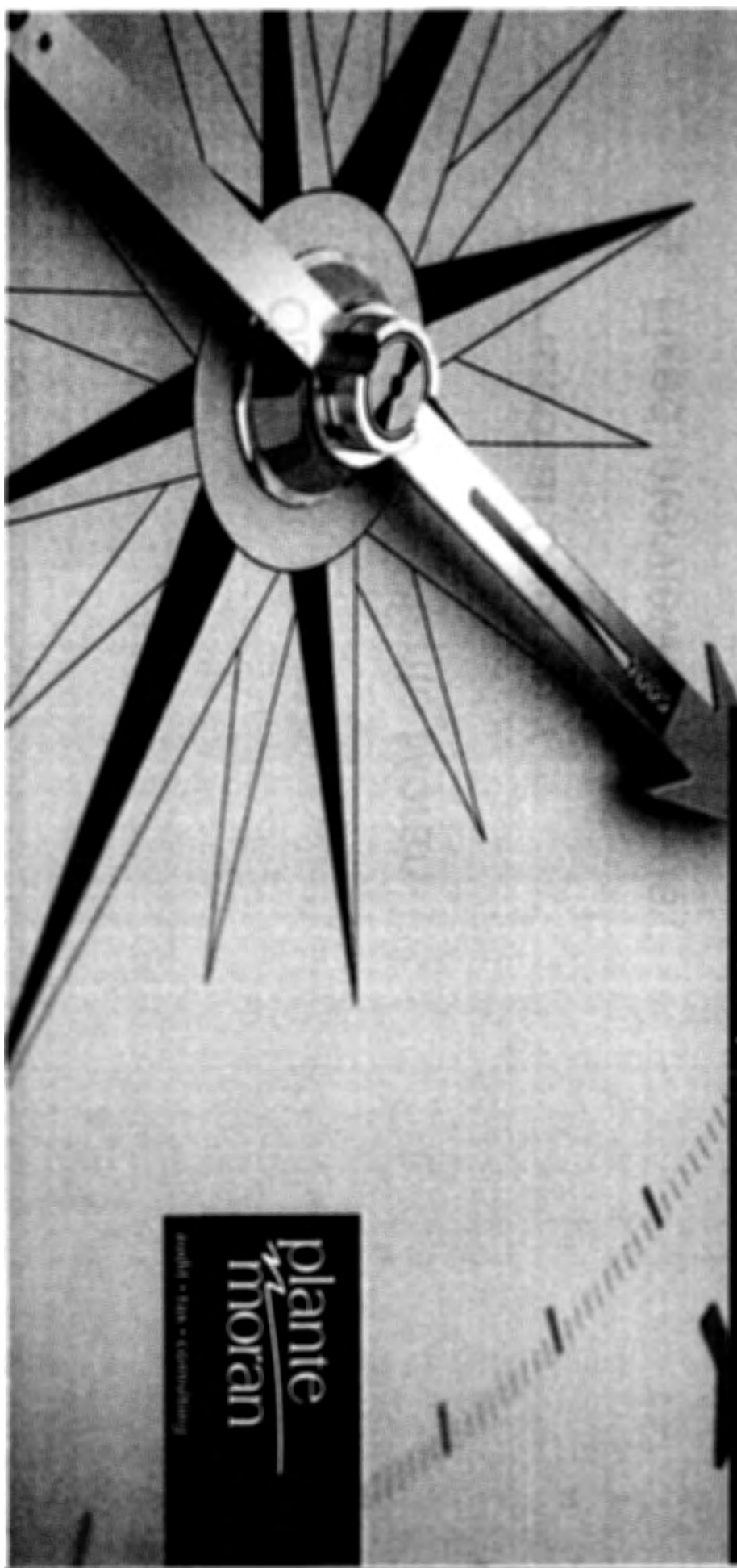
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ERP Consulting Services

BOONE COUNTY, MO | MAY 2, 2016

planite
moran

audit • tax • consulting



Agenda

1. Our Team
2. Our Firm – Plante Moran
3. Proposal Overview
4. Fixed Interview Questions
5. Open Dialog
6. Closing

Our Team



Scott Eiler
Partner
Project Director



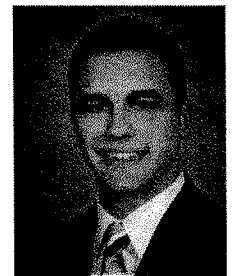
Tracey Rau
Manager
Project Manager



Natalie Schwarz
Manager
Lead Project Consultant



Dale Vanderford
Manager
Technical Advisor



Brian Pesis
Senior Consultant
Project Consultant



Stephen Morrison
Consultant
Project Consultant



My Plante Moran
team is responsive
and communicates
effectively

98%

Scott Eiler, Project Director

- 20+ years of IT experience within the public sector
- Partner in firm's Governmental consulting practice
- Significant experience in ERP selection and implementation projects
- Certified Project management Professional (PMP) and Prosci Change Management Certified
- Membership in numerous public sector organizations related to municipal technology operations including GFOA and PTI
- Key Clients include:

Broward County, FL

Horry County, SC

St. Louis County, MO

City of Pinellas Park, FL

City of Columbia, MO

Miami-Dade County, FL

Pueblo County, CO

Sumner County, TN

Tracey Rau, Project Manager

- 30 years working in information technology
- 25 years of experience working exclusively with municipal software
- Extensive experience with ERP, FMIS, and CIS implementations
- Experience in providing ERP technology consulting to governmental clients
- Chairperson for the Technical Resource Committee for the Michigan GFOA
- Key Clients Include:

St. Lucie County, FL

City of Pueblo, CO

Genesee County, MI

Broward County, FL

City and Parish of Baton Rouge, LA

Muskegon County, MI

City of Columbia, MO

City of Independence, MO

Natalie Schwarz, Lead Project Consultant

- 7 years of experience with ERP software systems
- Significant experience in ERP software selections and implementations including developing business requirements, performing business process reviews, and detailed system analysis, design, development and implementation
- Significant experience in large scale project management and process development
- Active in public sector membership organizations related to municipal technology operations (IL GFOA)
- Recent clients include:
 - City of St. Charles, IL
 - Milwaukee County, WI
 - Montgomery County, TX
 - St. Louis County, MO
 - Spotsylvania County, VA
 - Village of Glencoe, IL



plante moran

Our Firm - Plante Moran

Firm Profile

STABILITY

- Founded in 1924
- Recognized by *Fortune* magazine as one of the “100 Best Companies to Work For” for the last 18 years
- 14th largest certified public accounting and management consulting firm in the nation

INDUSTRY EXPERTISE

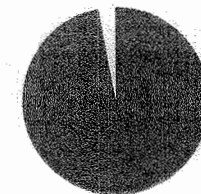
- Over 50 years serving public sector clients
- Significant municipal operations and IT consulting experience
- Over 30 years of municipal ERP and IT strategic planning experience
- Significant County ERP consulting experience

DEPTH

- Approximately 2,200 staff members, including over 250 partners and directors
- Over 150 technology consulting professionals
- Significant investment in professional education and training

VENDOR INDEPENDENCE

- Independent from software and hardware vendors for our public sector clients



Clients say Plante Moran puts their interest first

97%

Municipal Technology Service Offerings



INFRASTRUCTURE SERVICES

- Network assessment
- Design & acquisition
- Implementation management
- Forensic/litigation support
- Telecom planning
- Video surveillance solutions
- Communication strategy planning



SOLUTION DELIVERY

- ERP implementation
- Transformation services
- Web development
- Content management



SECURITY ASSURANCE

- GLBA
- HIPAA
- Disaster planning
- IT Security
- Network Security Assessment:
- SOC 1, 2
- IT audit
- IT risk assessment
- Cyber Security Incident Response Planning
- Application security assessment
- PCI compliance
- ACH / NACHA security audit



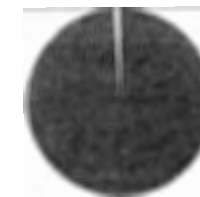
TECHNOLOGY ASSESSMENT

- IT assessments/strategic planning
- RFP development
- Acquisition management
- Contract assistance
- Project management



PROCESS CONSULTING

- Needs assessment
- Process improvements
- Operations review
- Change management
- Feasibility analysis

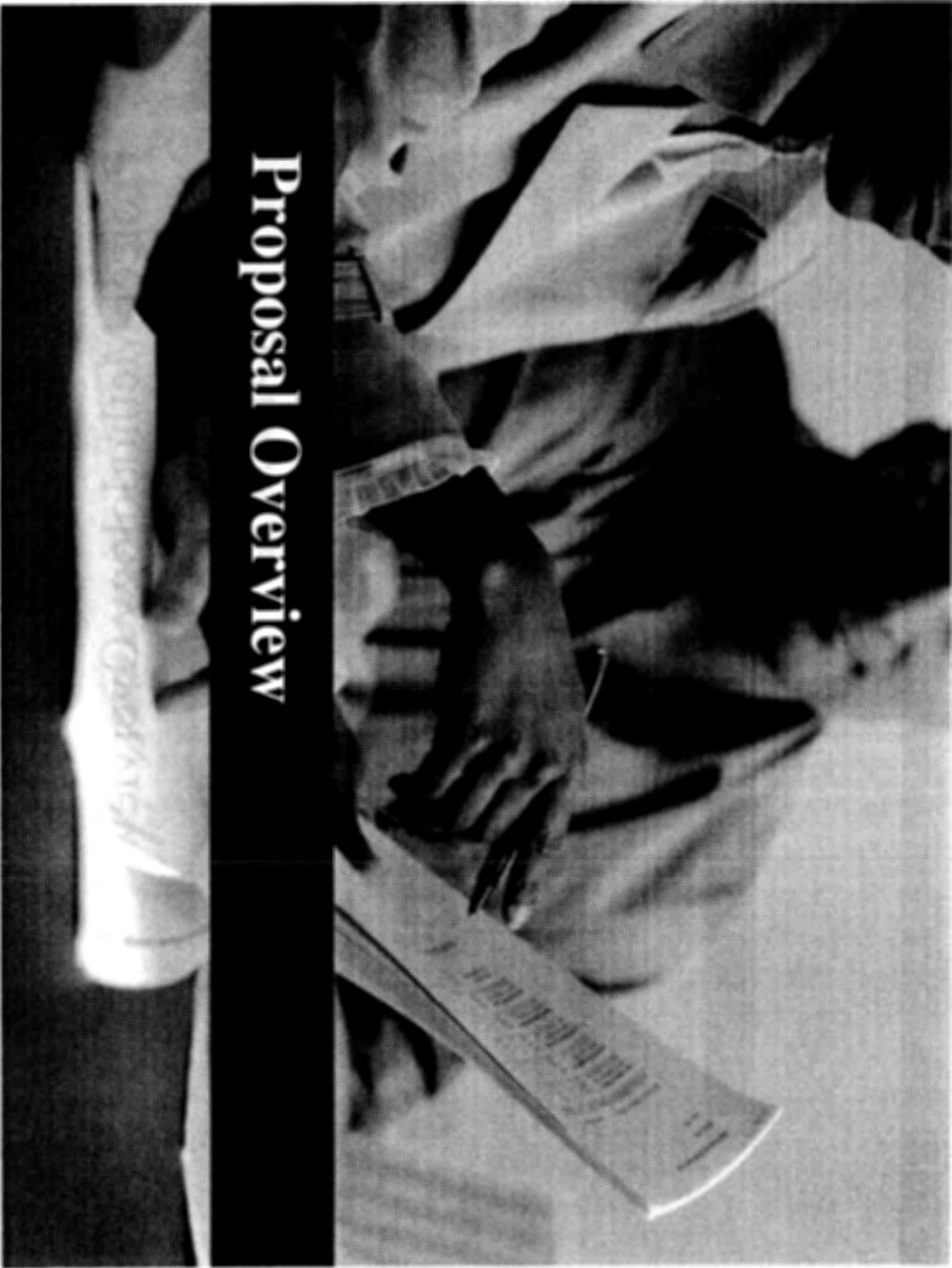


Plante Moran has knowledge of my industry.

99%

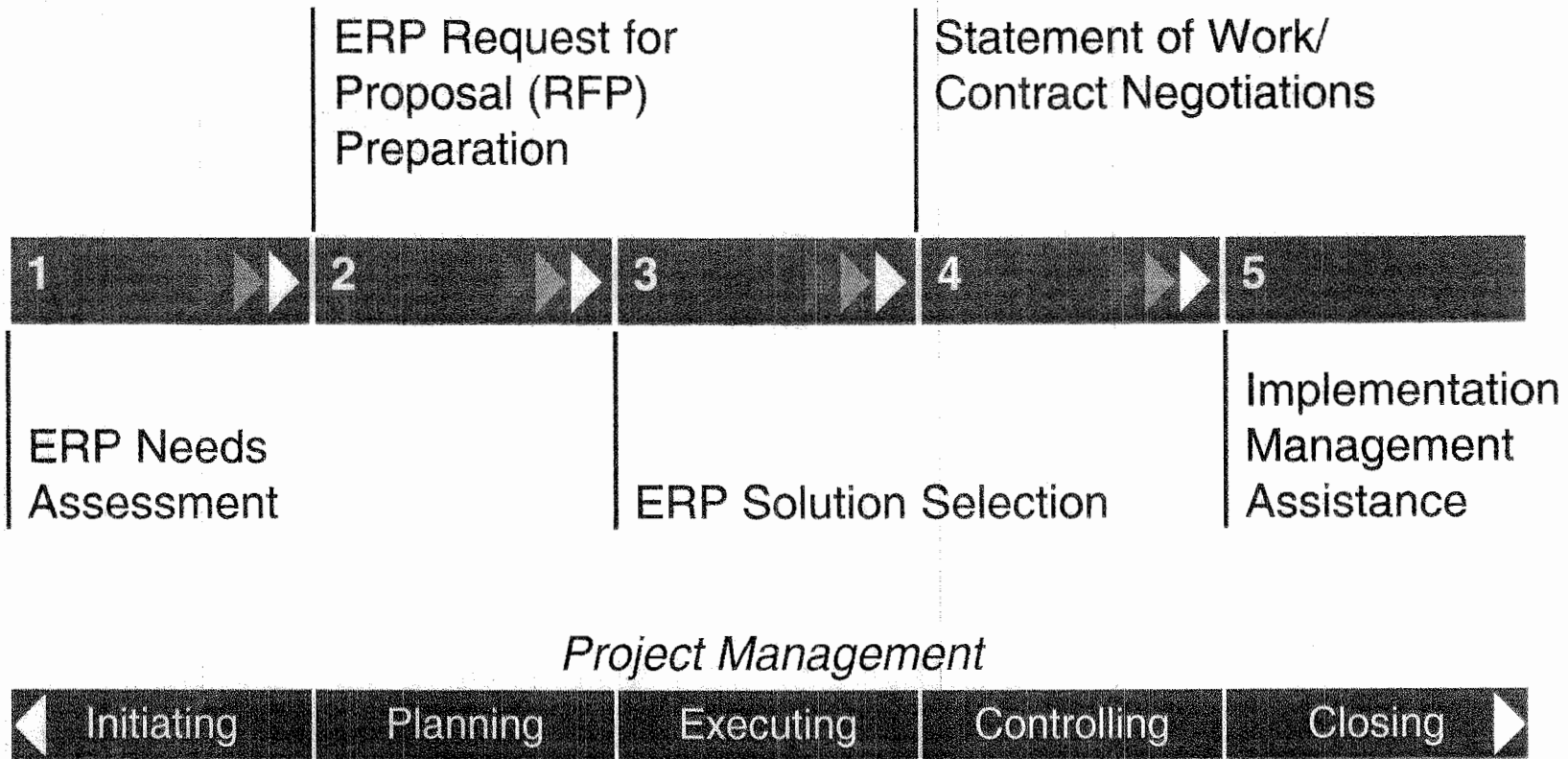
Financial/ERP System Experience

- 30+ years public sector ERP experience:
 - Needs assessment
 - Process redesign
 - System selection
 - Contract negotiations
 - Implementation management
- Independent of ERP software providers to the governmental marketplace
- Author of Municipal Best Practices document through the Michigan Municipal Services Authority (MMSA)
- Generally assisting 25 - 30 municipalities on similar projects at any one time to currently include:
 - Pueblo County, CO
 - Horry County, SC
 - Montgomery County, TX
 - Milwaukee County, WI
 - MMSA
 - Cuyahoga County, OH
 - St. Lucie County, FL
 - Genesee County, MI
 - St. Louis County, MO
 - Broward County, FL



Proposal Overview

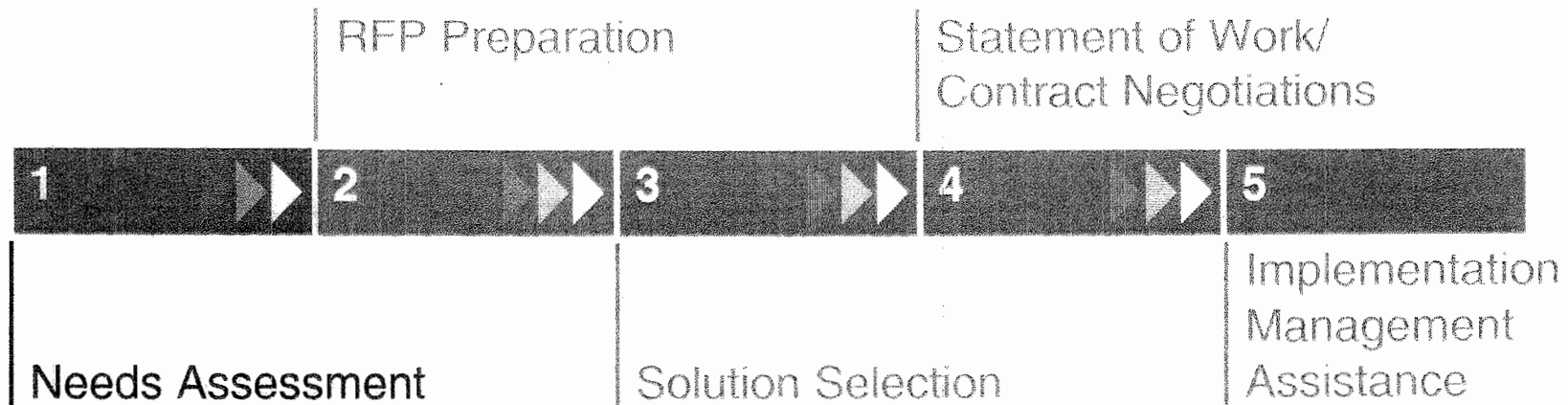
Project Methodology Overview



Project Methodology Key Activities

1. Conduct project initiation
2. Define project organizational structure and identify county staff for participation
3. Develop a Project Charter
4. Develop a detailed project plan
5. Establish a project collaboration center
6. Schedule and moderate project status meetings
7. Complete a Change Management Plan (optional)

Phase 1: Needs Assessment



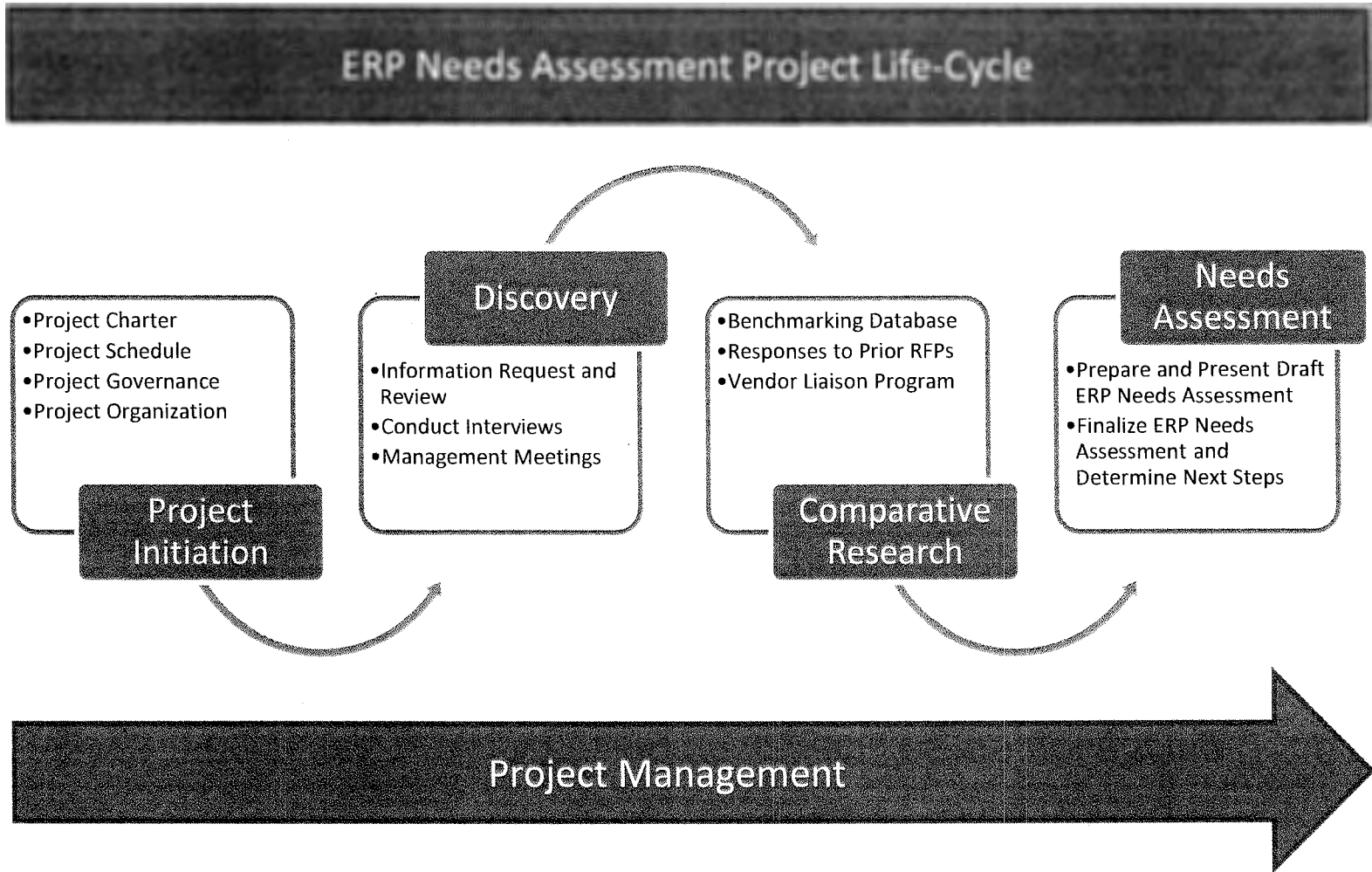
Key Activities

- Review documents
- Assess County's information technology infrastructure and identify gaps
- Conduct departmental & cross-functional interview to establish functional needs
- Prepare ERP issues and opportunities/key decisions
- Develop plan of action

Toolkit

- Items to collect list
- Best practice ERP specifications
- Application migration matrix
- Application integration matrix
- IT questionnaire
- Departmental interview questionnaire
- ERP needs assessment process checklist
- Issues & opportunities matrix

ERP Needs Assessment



ERP Trends

- *Despite economic growth, governmental entities are not adding FTEs in any significant numbers*
- Significant interest in Hosted/cloud solutions:
 - Concerns regarding privacy and security
 - Confusion about “cloud”
- “Best of breed” versus single vendor solution
- Transparency
- 508 compliancy
- Improved analytics
- Increased security at all tiers
- Mobility
- Continued industry consolidation especially in the Tier 2 space

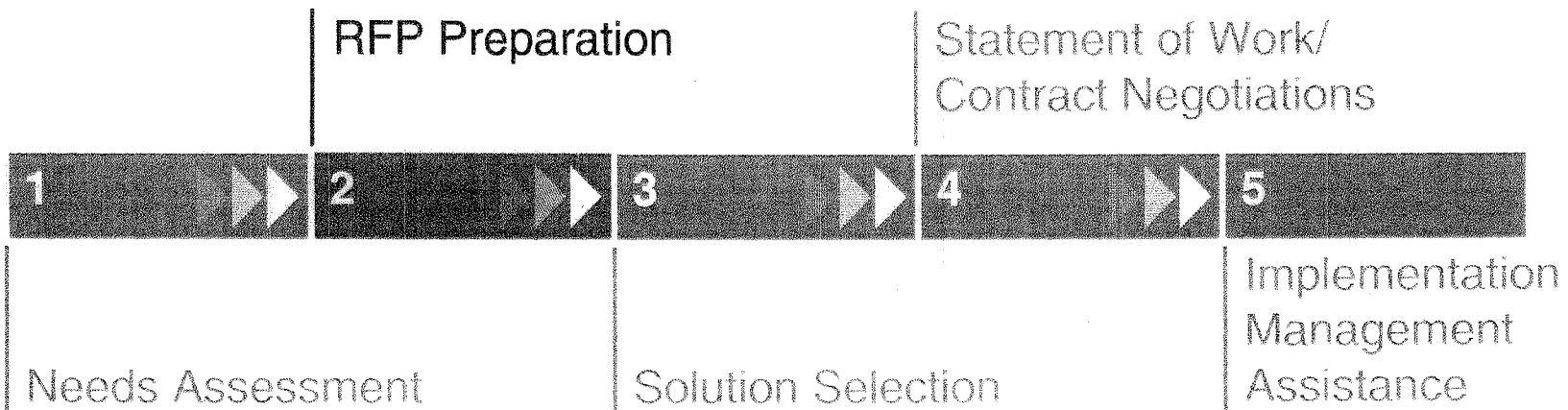
ERP Versus Best of Breed

	Integrated ERP	Best of Breed
Advantages	<ul style="list-style-type: none"> • Meets the needs of the organization as a whole • Better optimize business processes • Improved reporting 	<ul style="list-style-type: none"> • Potential for more robust functionality • Vendor independence
Disadvantages	<ul style="list-style-type: none"> • Change management • Significant capital investment • Implementation risk 	<ul style="list-style-type: none"> • Risk commensurate with integration experience • Added support for multiple systems • Information silos • Distraction from core mission • Fragmented and inefficient processes

Best of Breed Vendors by Line of Business

Product Sets	Financials/ Supply Chain	Human Capital Management	Community Development	Enterprise Asset Management	Utility Billing
Line of Business Only Suites		Numerous	<ul style="list-style-type: none"> • Accela • CRWSsystems (part of Sungard) • EnerGov (part of Tyer) 	<ul style="list-style-type: none"> • AssetWorks • CityWorks • Lucity • Maximo 	Numerous Harris Products
Niche Products	Cashiering: <ul style="list-style-type: none"> • iNovah • PCI 	Applicant Tracking: <ul style="list-style-type: none"> • Cornerstone • NeoGov • Taleo 	Electronic Plan Review: <ul style="list-style-type: none"> • Avolve Software • Bluebeam Software 	Various fuel management systems	
		Learning Management: <ul style="list-style-type: none"> • Meridian 			
	Debt/Invest/Cash Management <ul style="list-style-type: none"> • Sympro 	Time and Attendance: <ul style="list-style-type: none"> • Executime • Kronos 		Various fleet management solutions	

Phase 2: ERP Request for Proposal Preparation



Key Activities

- Develop solution selection criteria
- Define decision-making process
- Develop software specifications
- Develop Request for Proposal documents

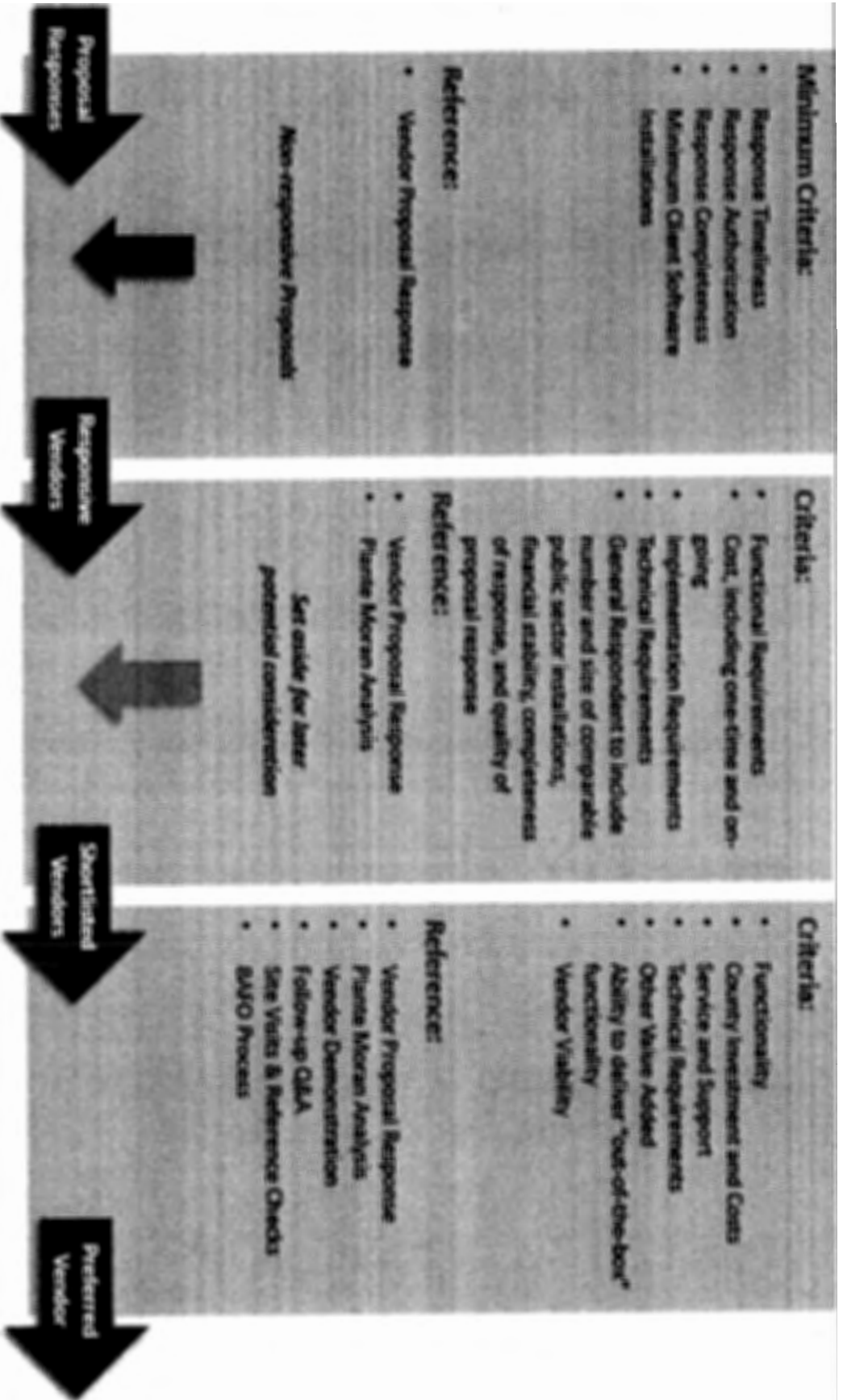
Toolkit

- Solution selection criteria matrix
- RFP planning matrix
- RFP standard contract terms & conditions
- RFP process checklist
- Database of common technical requirements
- Vendor background questionnaire
- Operating volumes template
- Module weighting template
- Proposal response format
- Data conversion matrix

Round 1

Round 2

Round 3



RFP Specifications Example

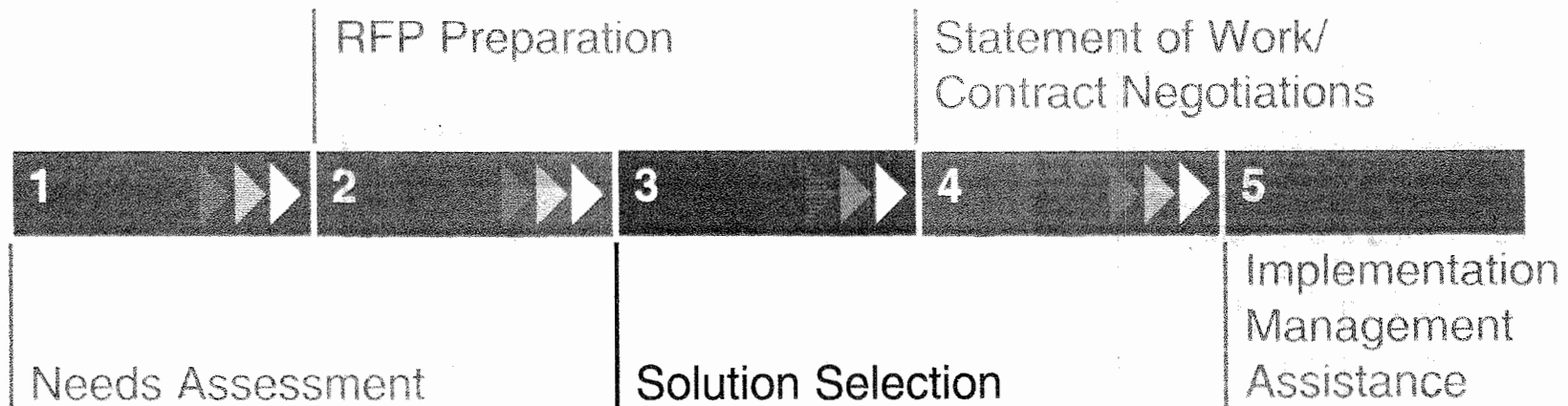
Replace this text with vendor name in the first module.	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided.

4.2 - Accounts Payable Replace this text with the primary product name(s) which satisfy requirements.

Objective: To efficiently manage all cash disbursements, electronically track paid and outstanding invoices, print checks, and generate completed 1099 forms.

Item	Application Requirements				
1	General Information				
2	Ability to track and report on the following information in the accounts payable module:				N/A
3	Coding structure elements (from chart of accounts)	H			N/A
4	Batch number (manual entry or system assigned), batch date (system recorded) and batch total	H			N/A
5	User ID (system recorded)	H			N/A
6	Posting date	H			N/A
7	Discounts (offered, taken, and lost)	H			N/A
8	Due date	H			N/A
9	Purchase order number	H			N/A
10	Invoice number (up to 50 characters), amount and date	H			N/A

Phase 3: ERP Evaluation & Solution Selection



Key Activities

- Manage vendor Q&A during pre-proposal due date timeframe
- Participate in vendor pre-bid meeting
- Analyze proposals and select semi-finalists
- Assist in developing vendor demonstration scripts & other due diligence templates
- Schedule & assist with vendor demos
- Conduct additional due diligence
- Assist in selection of preferred vendor

Toolkit

- RFP template
- Addendum template
- Vendor pre-proposal agenda
- Evaluation & scoring templates
- Proposal evaluation forms
- Demonstration script templates
- Site visit / reference checking guides
- Final selection synopsis template

PROJECT METHODOLOGY

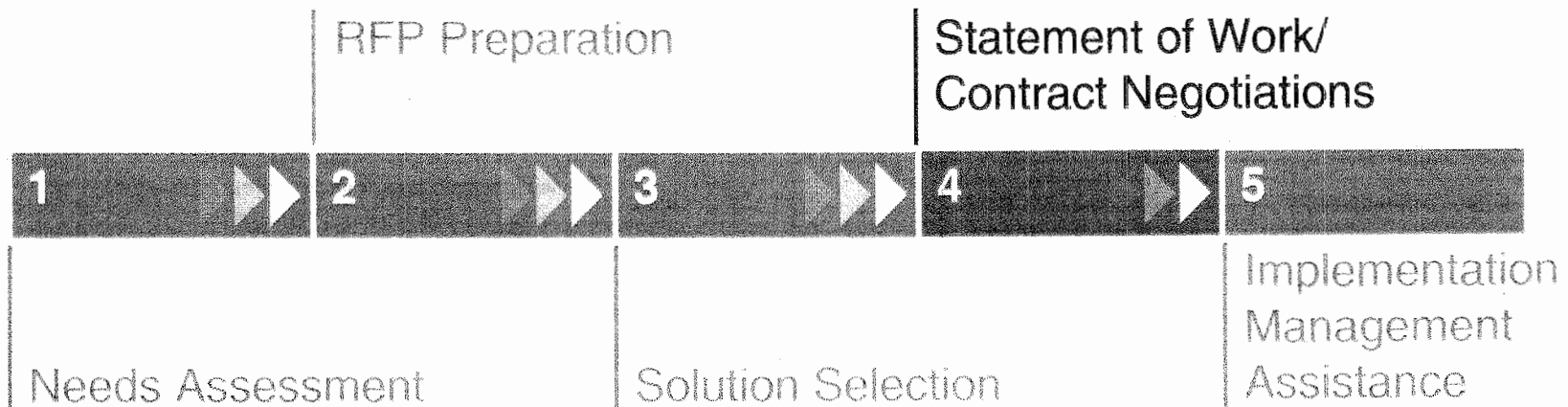
Specification Compliance Comparison					
County of Sample					
ERP System Software & Implementation					
Module	Core	Weighting	Vendor A	Vendor B	Vendor C
Accounts Payable	Core	4.00%	65.00%	75.00%	75.00%
AR and Misc Billing	Core	4.00%	65.00%	75.00%	75.00%
Bank Reconciliation	Core	3.00%	65.00%	75.00%	75.00%
Budgeting	Core	4.00%	65.00%	75.00%	75.00%
Business License	Core	3.00%	69.59%		
Cash Management	Core	4.00%	42.44%	73.26%	39.53%
Cash Receipting	Core	4.00%			
Contract Management	Core	4.00%			
Document Management	Expanded	3.00%	74.1%	54.58%	74.95%
Facilities Management	Core	3.00%	No Bid	24.24%	
Fixed Assets	Core	4.00%			
Fleet Management	Core	4.00%	No Bid	23.92%	
General and Technical	Core	4.00%			
General Ledger	Core	4.00%	65.00%	75.00%	75.00%
Human Resources	Core	4.00%	67.00%	75.00%	75.00%
Insp and Code Enforcement	Core	3.00%	65.00%	75.00%	75.00%
Inventory Management	Core	4.00%	67.00%	75.00%	75.00%
Loan Management	Expanded	0.50%	No Bid	No Bid	No Bid
Master Address	Core	4.00%	62.38%		
Parks and Recreation	Expanded	0.50%	No Bid	71.97%	71.53%
Payroll	Core	4.00%	65.00%	75.00%	75.00%
Permitting	Core	3.00%	65.00%	75.00%	75.00%
Planning and Community Dev	Core	3.00%	65.00%	75.00%	75.00%
Project and Grant Accounting	Core	3.00%	69.82%		
Purchasing	Core	3.00%	65.00%	75.00%	75.00%
Request for Service	Core	3.00%	65.00%	24.21%	
Risk Management	Expanded	1.00%	No Bid	No Bid	72.05%
Time and Labor	Core	4.00%	66.74%	75.88%	75.00%
Utility Billing	Core	4.00%	65.00%	No Bid	
Work Order	Core	4.00%	65.00%	24.16%	
Weighted Average for All Modules:			74.56%	74.49%	
Weighted Average for Offered Modules:			74.56%	78.83%	

PROJECT METHODOLOGY

Vendor A	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

Accounts Payable		Accounts Payable				
<i>Objective: To efficiently manage all cash disbursements, electronically track paid and outstanding invoices, print checks, and generate completed 1099 forms.</i>						
		Priority	Amount	Cost	Account Type	Notes
9	Invoice number (up to 50 characters), amount and date	H	Y		Accounts Payable	Invoice # is limited to 20 characters
11	Description/comments (up to 50 characters)	H	Y		Accounts Payable	Description is limited to 40 characters
39	Ability to search for vendors by any field in the vendor record	M	Y		Accounts Payable	Vendor Name, Vendor Sort Name, Vendor Code, Federal ID Number, Email and Billing Address Only
72	Unlimited user defined fields	M	Y		Accounts Payable	Several provided, if additional are required, they will be provided at no cost.
125	Ability to hold invoice or invoices if the vendor payment is below the minimum payment amount up to a user defined period of time (i.e. 30 days)	L	M	\$1,000.00	Accounts Payable	This will be added if required
177	Ability to have a maximum check amount.	M	M	\$0.00	Accounts Payable	Will create a user setting at no additional cost, if required.
215	System must calculate and deduct backup withholding for vendors that are subject to backup withholding.	M	M	\$0.00	Accounts Payable	Will add at no cost, if required
218	Ability to support a 1099 S form (real estate)	H	M	\$0.00	Accounts Payable	Will add at no cost, if required
234	Business License Refunds	H	F		Accounts Payable	This is planned for the upcoming release of Business Licensing.
236	Parks and Recreation for Refunds	H	M		Accounts Payable	We have an integration for third party an additional integration could be created if

Phase 4: SOW & Contract Negotiations



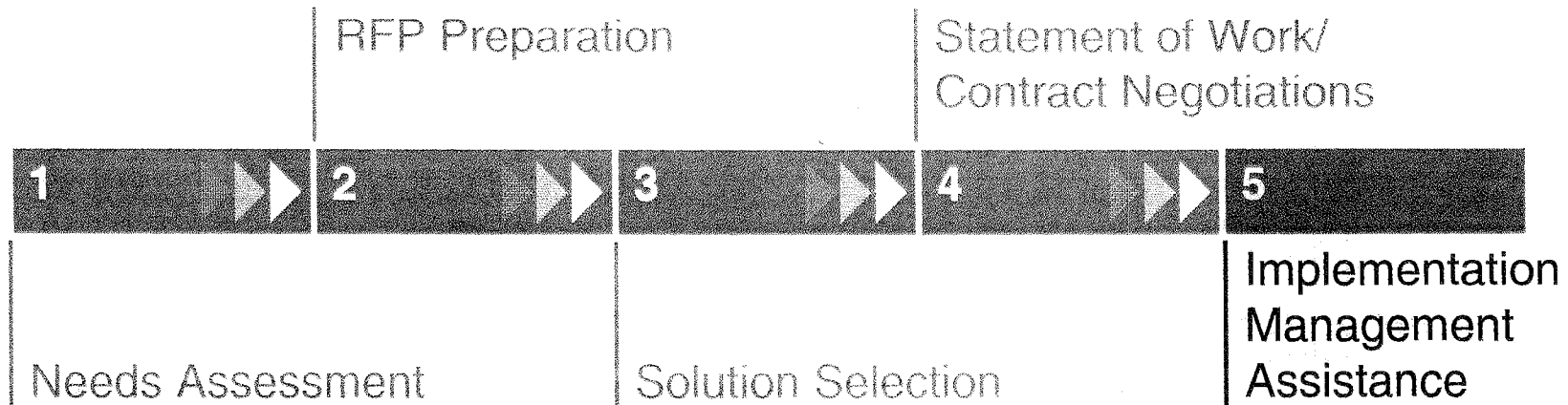
Key Activities

- Develop vendor statement of work
- Conduct contract negotiations
- Initiate implementation planning
- Participate in vendor negotiations

Toolkit

- Standard contract terms & conditions
- Previous SOW & contract examples
- Best practice statement of work guidelines
- ERP implementation cost categories
- Implementation roles and responsibilities matrix

Phase 5: System Implementation Assistance



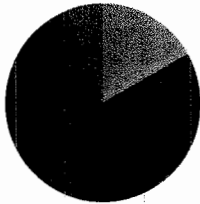
Key Activities

- Project initiation & planning
- Project execution & control
- Project closure & post implementation support

Toolkit

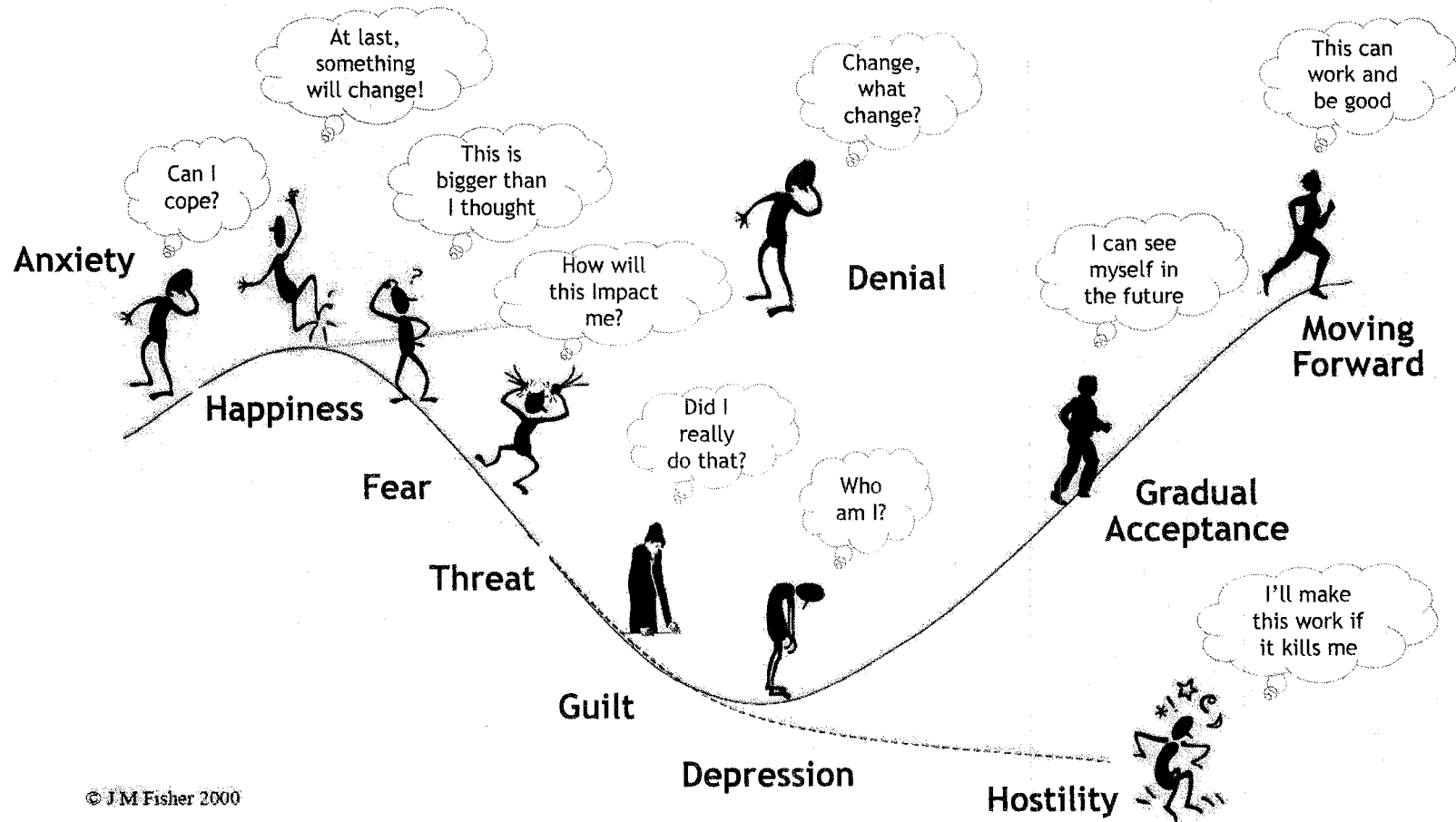
- Project Schedule and Management Plan
- Budget Monitoring Tool
- Stakeholder Impact Matrix
- Risk Assessment and Management Plan
- Risk and Issue Log
- Decision and Action Item Log
- Meeting Agenda and Minutes Templates
- Cutover Plan Templates
- Readiness Assessment Template
- Lessons Learned Template

Implementation: Issues & Action Items Log

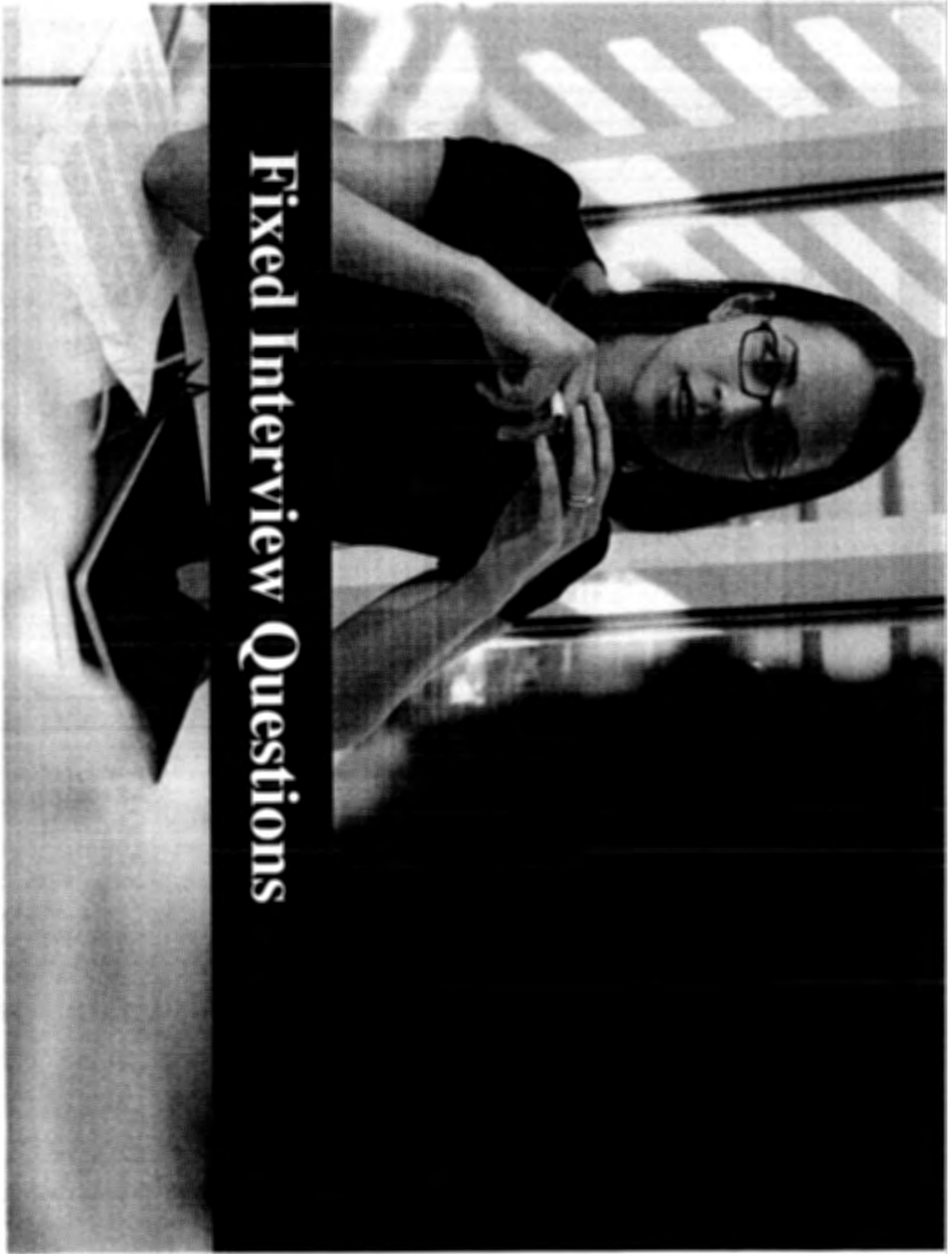
State College Borough - ERP Implementation Project's Issues and Action Items Log									
Issue and Action Item Summary		Status by Team Member						Status Summary	Summary of Critical Next Steps
Team	Team Member	Open	In Progress	Pending Close	Closed	Late	Total		
PM	Tracey Neu	0	0	0	11	0	11		<ol style="list-style-type: none"> 1. Work on property import 2. Send info to Tyler & T2 for interfacing 3. Confirm web-ex meeting with SCB and Fairbanks, AL 4. Work on Payment Merchant & processor 5. Work to get deposit issue resolved 6. Work with support on budget issue
PM	Dennis Bagley	0	0	0	0	0	0		
SCB	Roger Dunlap	0	0	0	10	1	15		
SCB	Hillary Pasch	0	0	0	39	1	55		
SCB	Norma Crater	0	0	0	24	1	30		
SCB	Terree Michel	0	0	0	26	1	27		
SCB	Beth Johnston	0	0	0	2	0	2		
SCB	Sheila Carl	0	0	0	19	0	22		
SCB	Angel Hernandez	0	0	0	3	3	7		
SCB	Ernie Dabiero	0	0	0	9	2	15		
SCB	Craig Bowser	0	0	0	8	0	8		
SCB	Kathy Simin	0	0	0	11	0	12		
Tyler	Lindsey Fulton	0	0	0	23	0	27		
Tyler	Katrina Noren	0	0	0	1	0	1		
Tyler	Hope McLean	0	0	0	5	2	7		
Tyler	Kate Simmons	0	0	0	1	0	2		
SCB	Carl Hess	0	0	0	8	0	10		
SCB	Mark Whitefield	0	0	0	4	1	8		
SCB	Sarah Smith	0	0	0	1	3	6		
SCB	Connie Ostromecki	0	0	0	2	0	2		
Total		19	26	0	207	15	267		

Item #	Issue/Action Item	Priority	Reported By	Assigned To	Team	Date Reported	Due Date	Next Steps / Progress	Actual Completion Date	Status	Late?	Resolution Description
112	Need to come up with a process for parcel changes once data is live in MUNIS	Low	Tracey	Angel Hernandez	SCB	1/9/2013	11/1/2013	Discuss with Deb Lang her current process. Deb has to go to a website on Monday to see what changed. Will probably do the same process.		Open	No	
149	Re-evaluate that customer building is limited to only Sarah & Connie	Low	Tracey	Hillary Pasch	SCB	3/1/2013	11/1/2013			Open	No	
157	Set up Contra Accounts for FA in GL. Set them up as Fund Balance accounts	Medium	Tracey	Norma Crater	SCB	3/8/2013	10/1/2013	3/15 - waiting for confirmation from Lindsey on why documentation says set up as expense 4/1 - Will set up as a fund balance account. 4/8 - not set up yet 4/22 - not done yet. 6/24 - review setup, more work than originally thought. 7/8 - contra accounts are built just has to attach them to the FA account.		In Progress	No	
182	Editing of the property master.	Medium	Tracey	Carl Hess	SCB	3/29/2013	11/1/2013	In central property - ability to edit location (this is the address) - should restrict. Need to look at giving more users the ability to add/update restrictions, hazards, building specifications, etc. depending on split with COG		Open	No	

Change Management: The Process of Transition



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Fixed Interview Questions

Question #1

Discuss how communication typically occurs between your firm and the client throughout the various phases of the project. For instance, what communication typically occurs in person and on site, as opposed to communication via e-mail, conference call, video conference, etc...

Answer #1

Activity	Onsite	Remote	Type of Remote
Phase 0 - Project Management			
1. Project Initiation		✓	Conference Call
2. Develop Project Organizational Structure		✓	Conference Call
3. Develop Project Charter	✓	✓	Draft Emailed/SharePoint Finalized onsite
4. Develop Detailed Project Plan	✓	✓	Draft Emailed/SharePoint Finalized onsite
5. Establish Project Collaboration Center		✓	invitations via email
6. Schedule and Moderate Project Status Meetings		✓	regularly scheduled status calls with a shared screen
Phase 1: ERP Needs Assessment			
1. Review Documents		✓	Email / SharePoint
2. Assess County's IT Infrastructure	✓	✓	Either onsite or remote
3. Conduct Departmental Interviews	✓		
4. Develop ERP Needs Assessment		✓	Email / SharePoint
5. Create Action Plan & meet with project team to finalize the plan schedule	✓		

Activity	Onsite	Remote	Type of Remote
Phase 2: ERP Request for Proposal (RFP) Development			
1. Develop Solution Selection Criteria and Define Decision-Making Process	✓		
2. Develop ERP Software/Technical Specifications		✓	Email/SharePoint Draft Reviewed and revised via shared screen meeting
3. Develop Request for Proposal (RFP) Document		✓	Email/SharePoint Draft Reviewed and revised via shared screen meeting
Phase 3: ERP Evaluation and Selection of Vendor			
1. Manage Vendor Q&A		✓	Email / SharePoint
2. Vendor Pre-Bid Meeting		✓	Conference call with vendors
3. Analyze Proposals and Select Semi-Finalists		✓	Email / SharePoint Conference call /shared screen
4. Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates		✓	Conference call / shared screen.
5. Schedule and Conduct Vendor Demonstration	✓		Onsite time varies
6. Conduct Additional Due Diligence Activities		✓	Conference call / shared screen.
7. Assist in the Selection of a Preferred Vendor	✓		
Phase 4: Statement of Work and Contract Negotiations			
1. Conduct Contract Negotiations& SOW Development		✓	Conference call / shared screen.

Question #2

Based on your experience with clients of similar size and complexity to Boone County, what mistakes/pitfalls have occurred and how can such be avoided?

Answer #2

Mistakes/Pitfalls

- Lack of executive sponsorship & decision-making approach
- Ineffective change management approach to achieve staff buy-in to the system and process change
- Ineffective resource planning and availability
- Lack of due diligence during the procurement process
- Ineffective contractual protections, both financial and legal
- Lack of proper project controls during system implementation
- Lack of proper risk identification and mitigation

Question #3

Based on the background information provided in the RFQ, have you identified any high-risk elements or areas associated with this project?

Answer #3

Top Risks

- HR and Payroll functions operate on separate systems that are not integrated and are organizationally in separate areas of the County
- Deployment of workflow that will increase transparency of operations
- Redeployment of IT staff to perform non-development related activities
- Shift from a custom systems environment to a packaged environment will present a variety of potential challenges
- Redeployment of business staff roles and responsibilities due to business process efficiencies and process redesign
- Change management challenges with staff accepting the new system and business processes
- Going from a very siloed applications environment to an integrated environment will create change management issues
- Conversion of legacy data may be challenging
- Adding more controls to existing business processes (e.g., Purchasing) may result in push-back from staff
- Relinquishing legacy shadow systems

Question #4

Describe how the proposed staff members will specifically be involved in each of the phases outlined in your proposal.

Answer #4

Team Member/Role

Responsibilities

Scott Eiler Project Director	<ul style="list-style-type: none"> • Ensure overall project quality & control • Ensure completeness of deliverables & activities provided on project
Tracey Rau Project Manager	<ul style="list-style-type: none"> • Manage day-to-day performance of team & development of all deliverables • Participate in facilitation of interview sessions, development of business requirements, proposal analysis activities, vendor selection, contract negotiations and Statement of Work development
Dale Vanderford Technical Advisor	<ul style="list-style-type: none"> • Lead assessment of the current infrastructure for the RFP • Review infrastructure elements of the proposal responses • Participate in infrastructure aspects of the negotiations process
Natalie Schwarz Lead Project Consultant	<ul style="list-style-type: none"> • Participate in interviews • Participate in development of business requirements and interfaces • Participate in development of needs assessment report and plan of action
Brian Pesis & Stephen Morrison Project Consultants	<ul style="list-style-type: none"> • Participate in development of RFP • Assist in deployment of the RFP • Conduct proposal analysis activities • Participate in vendor demonstrations

Question #5

If the County obtains services for the Implementation Phase, how will your firm determine the specific staff to be assigned?

Answer #5

- Desire to maintain consistency of staff from selection to implementation phase:
 - Provides consistency and continuity
 - Develops trust and strengths relationships
 - No transfer of knowledge from selection phases need to occur for implementation
- Will identify specific County needs that require other staff resources

Answer #5

- Potential implementation services to include:
 - Project management assistance
 - Chart of Accounts redesign assistance
 - Process redesign assistance
 - Change management assistance
 - PCI assessment services
 - System security review
 - Organizational redesign
 - Functional staff backfill
 - IT and business process controls assistance

FIXED INTERVIEW QUESTIONS

Role	Role Description	Time Commitment
Pre-Implementation and Initial Project Planning Assistance	<ul style="list-style-type: none"> • Pre-implementation planning assistance • Assistance during the first couple of months 	80 - 120 hrs
On-Going Implementation Assistance Roles		
Overall Project Manager	<ul style="list-style-type: none"> • Project manager during the implementation. 	50 - .70 FTE per phase
Functional Team Project Manager	<ul style="list-style-type: none"> • Project management assistance for a functional area(s) only, tracking & monitoring progress on tasks • Ensure existing business processes are challenged during the course of implementing those module(s). 	.25 - .50 FTE (for that phase)
Co-Project Manager	<ul style="list-style-type: none"> • With County's Project Manager, track and confirm that action items and homework are completed on time. • Approve all invoices while tracking and reporting the monthly project budget. • Ensure that the project adheres to the timeline and avoid scope creep. 	8-12 hours / week
County Project Manager Advisement	<ul style="list-style-type: none"> • Work with the County's project manager on a weekly basis ensuring that the PM is organized in their thinking on current critical issues and upcoming project activities. This assumes some level of P&M involvement in up-front planning. 	4-6 hrs./week



Case Studies

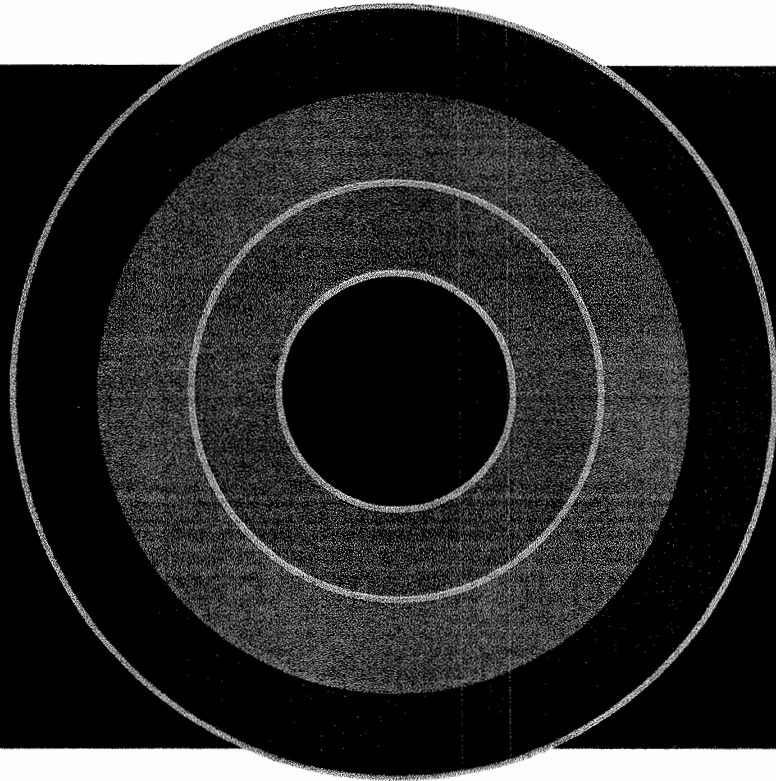
Case Study – Horry County, SC

- Population: 289,650
- Financial systems options analysis
- ERP System Selection
 - To replace a custom-developed system
- Contract Negotiations & Statement of Work development
- ERP Implementation Management Assistance
 - Functional Team Project Manager for Financials and Licensing
 - Currently acting as a liaison between County and selected ERP vendor to resolve post go-live challenges in Procure to Pay redesign initiative
 - Currently reviewing and assessing County's options for Time & Attendance
 - Currently assisting in deployment of work orders and inventory modules for the County's fleet function

Case Study – City of Pinellas Park, FL

- Population: 49,079
- ERP Needs Assessment & System Selection
 - To replace in-house developed legacy applications
 - Assisted with contract negotiations and SOW development with selected ERP vendor
- ERP Implementation Management Assistance
 - Currently engaged to provide implementation management assistance associated with deployment of the selected ERP

Why Plante Moran?



Independence
Relevant Experience
Technical Expertise
Proven Methodology

Thank You

Plante Moran sincerely appreciates the County's time and willingness to hear our story and value proposition. As with all of our engagements, we would be committed to the County's success and guarantee your total satisfaction with our services.

{Thank You}

Scott Elser

Scott.Elser@plante Moran.com

Tracy Rau

Tracy.Rau@plante Moran.com

800-644-0203



{Get There.}

BOONE COUNTY, MO | APRIL 22, 2016





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Fax: 248.352.0018
plantemoran.com

April 22, 2016

Mr. Jacob M. Garrett, Buyer
Boone County
613 E. Ash Street, Room 111
Columbia, MO 65201

Dear Mr. Garrett:

Plante & Moran, PLLC ("Plante Moran") would like to thank you and your team for reviewing and considering our proposal to provide Enterprise Resource Planning (ERP) System Selection Consulting Services to the County. We believe Plante Moran is well qualified to assist the County on this important project.

We are pleased to provide the attached response to the questions your team has asked related to our Proposal. If you have any questions concerning our response or need to contact any of the project team members, please contact me at 1-800-544-0203.

Very truly yours,
PLANTE & MORAN, PLLC

A handwritten signature in black ink that reads "E. Scott Eiler".

E. Scott Eiler, Partner

BOONE COUNTY - QUESTION 1:

- In light of the proposed staff and the project management approach outlined in your proposal, describe the amount of time staff would be assigned to our project during phases 1 through 4. Describe how your assistance will be provided. (i.e. in-person at the County, video conference, phone conference, etc.).

PLANTE MORAN RESPONSE TO QUESTION 1:

The amount of time staff would be assigned to the County's project during phases 1 through 4 are shown below. Depending on what is concluded on for our project scope the hours could vary so a range has been provided. The exact number of hours will be defined when the County and Plante Moran work through the statement of work.

Phase 1: ERP Needs Assessment			
Activity	Onsite	Remote	Hours
1. Review Documents		✓	8-15
2. Assess County's Information Technology Infrastructure		✓	20-30
3. Conduct Departmental Interviews	✓		65-80
4. Develop ERP Needs Assessment		✓	24-60
5. Create Action Plan & meet with project team to finalize the plan schedule	✓		8-15
Phase 2: ERP Request for Proposal (RFP) Development			
1. Develop Solution Selection Criteria and Define Decision-Making Process	✓		6-10
2. Develop ERP Software/Technical Specifications		✓	35-50
3. Develop Request for Proposal (RFP) Document		✓	30-40
Phase 3: ERP Evaluation and Selection of Vendor			
1. Manage Vendor Q&A During Pre-Proposal Due Date Timeframe		✓	8-15
2. Vendor Pre-Bid Meeting		✓	5-8
3. Analyze Proposals and Select Semi-Finalists		✓	40-60
4. Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates		✓	8-20
5. Schedule and Conduct Vendor Demonstration	✓		10-100
6. Conduct Additional Due Diligence Activities		✓	8-20
7. Assist in the Selection of a Preferred Vendor	✓		8-21
Phase 4: Statement of Work and Contract Negotiations			
1. Conduct Contract Negotiations including Developing Statement of Work (SOW)		✓	60-100

In terms of how the assistance will be provided to the County, we use a blended approach of onsite and remote interaction. This decision is based on a number of factors to include the following:

- When a situation warrants the following, we find the greatest benefits to our clients when we work onsite:
 - Direct personal interaction between County staff and Plante Moran consultants
 - More effective communication for certain activities
 - Ability to maximize consulting experience while facilitating group decision making or other important group activities
- When a situation warrants the following, we find the greatest benefits to our clients when we work remotely (web meeting or conference call):
 - Ability to schedule specific tasks on an ad-hoc basis, leveraging County/consultant relationships developed during our onsite work
 - Ability to more quickly leverage resources from the extended Plante Moran team

In general, we are onsite for activities that include concentrated effort, critical decisions or for discussions related to key project milestones. For activities that are routine or progressively occur over an extended period of time, we will effectively work to support the County remotely.

Examples of methods for remote interaction that have been effective and how they are used is as follows:

Proposed Methods for Remote Contact	Examples of Use	Project Activities
Direct phone contact	<ul style="list-style-type: none"> • One-on-one project management discussion • Ad-hoc follow up 	<ul style="list-style-type: none"> • Phone interview for review of IT Infrastructure • Follow up on project tasks
Conference bridge	<ul style="list-style-type: none"> • Small group discussion 	<ul style="list-style-type: none"> • Scheduled weekly project status meetings with project management team
SharePoint project website	<ul style="list-style-type: none"> • Document repository 	<ul style="list-style-type: none"> • Review of requested documentation • Draft RFP review

BOONE COUNTY - QUESTION 2:

2. What is your approach for assigning staff to the implementation phase of a project? Describe how they participate in the implementation process.

PLANTE MORAN RESPONSE TO QUESTION 2:

It is highly desirable, from both the client and Plante Moran’s perspective, to have staff that are involved in the procurement phase of the project to also be assigned to the implementation phase of the project to provide consistency and continuity whenever possible so that the relationships formed can continue to strengthen. With continuity in staffing, knowledge that was obtained during the needs assessment, RFP preparation, demonstrations, vendor due diligence and contract negotiations / statement of work development does not need to be transferred and can be referenced during the implementation.

In certain cases, clients have a need for implementation services outside of the traditional project management and governmental business areas of knowledge that may require specialized expertise that is not consistent with the skills and expertise of the primary staff resource who will manage our implementation services. As an example, one of our current County ERP clients required PCI services, business process and IT controls services and IT infrastructure services as a critical need during their system implementation. Within the firm, we are able to be a “one stop shop” for all of these services and others with resources that have the requisite skills and expertise. This is the exception versus the norm but does demonstrate our flexibility in being able to provide the required services to our clients based on the need.

Our implementation participation, from a project management perspective, can be as little as an advisory role or as much as a full time project manager that is dependent on a variety of factors to include:

- Project management expertise within the organization
- Organizational experience with implementing large-scale systems
- Risk tolerance
- Available budget to allocate to the project for external assistance
- Organizational dynamics
- Criticality of meeting defined project dates
- Ability for the organization to appropriately staff the project
- Other factors

In general, we initiate discussions with our clients about role options for implementation during the latter part of the procurement process to collectively determine how we can provide the most value for the dollar. The following table describes sample project management type implementation roles and an estimated time commitment for each:

Role	Role Description	Time Commitment
Pre-Implementation and Initial Project Planning Assistance	Provide pre-implementation planning assistance and assistance during the first couple of months of the project to ensure that project management processes, procedures, tools and templates are implemented and are being used effectively.	80 – 120 hrs
On-Going Implementation Assistance Roles		

Role	Role Description	Time Commitment
Overall Project Manager	Act as the client project manager during the implementation.	.50 - .70 FTE (for one or more phases)
Functional Team Project Manager	Act as a member of a functional team (e.g. Accounts Payable, Payroll, etc.) during the implementation providing advisement and ensuring that existing business processes are challenged during the course of implementing those module(s). Provide project management assistance to a functional team to track and monitor progress on completing required activities.	.25 - .50 FTE (for that phase)
Co-Project Manager	Together with the County's Project Manager, track and confirm that action items and homework are completed on time. Approve all invoices while tracking and reporting the monthly project budget. Ensure that the project adheres to the timeline and avoid scope creep.	8-12 hours / week
County Project Manager Advisement	Work with the project manager on a weekly basis to ensure that the PM is organized in their thinking on current critical issues and upcoming project activities. This assumes some level of P&M involvement in up-front planning.	4-6 hrs/week

For all of the roles above, there is advisement that we provide to the various project teams in areas of change management, training, process redesign, etc. although we may not be directly involved with those teams. We also have a large repository of tools and templates that are applicable to all phases of a system implementation that clients can leverage and tailor to their specific needs.

As noted previously, we have provided other non-project management services to clients during system implementation as follows:

- Chart of Accounts redesign
- IT and business process controls development
- Technology advisory services for both on-premise and vendor-hosted solutions
- System, integration and user acceptance testing assistance
- PCI assessment services
- Staff-backfill services in the accounting area such that key staff can be freed up for the project
- Business process redesign assistance
- More formal change management assistance

BOONE COUNTY - QUESTION 3:

3. Describe the scope of services provided to Horry County, SC during the implementation phase.

PLANTE MORAN RESPONSE TO QUESTION 3:

Initially, Plante Moran provided assistance to the County in the performance of a Financial System options analysis, system selection and negotiation of a contract and statement of work to replace a custom-developed Financial System that had been in existence at the County. Although the County was very pleased with our assistance up through negotiations, they had in-house expertise and experience in managing large-scale system implementations and thus concluded to manage the implementation phase using their own staff resources.

Several months into the implementation phase of the project, we were contacted by the County to be re-engaged to provide implementation assistance due to the departure of key County project management staff whose skills and expertise could not be sourced with other County staff. Based on the needs of the County, we performed the following implementation services:

- Functional Team Project Manager for Phase 1 – Financials and Phase 2 – Licensing to include the following activities:
 - Act as a member of the Phase 1 and 2 functional teams providing team oversight and ensuring that existing business processes are challenged during the course of implementing those module(s).
 - Manage activities of the Phase 1 and 2 teams to ensure that activities are monitored and tracked for completion.
 - Participate in team consulting sessions with the County and Tyler.
 - Participate in status meetings with the County and Tyler.
 - Monitor project timeline progress as updated by the selected ERP vendor.
 - Work with team leads and steering committee members to stay on task.
 - Assist in managing the issues/actions item list.
 - Monitor project risks.
 - Participate in project steering committee meetings.
 - Participate in project management meetings.
 - Review project change orders.
 - Review and comment on project deliverables.
 - Monitor vendor compliance to the negotiated contract.
 - Provide acceptance testing guidance.
 - Review and comment on project progress.
 - Assist in facilitating resolution to key project issues.
 - Participate in ad-hoc meetings as needed.
 - Provide guidance on change management related project activities

The County had additional project phases that they intended to manage with internal resources. Subsequent to completion of our work for the above phases, the County requested the following additional services that we are currently providing for them:

- Act as a liaison between the County and the selected ERP vendor resolve post go-live challenges in the Procure to Pay redesign initiative
- Review and assess the County's options for Time and Attendance
- Provide assistance in the deployment of the work order and inventory modules for the County's Fleet function

BOONE COUNTY - QUESTION 4:

4. Provide a brief description for the scope of services denoted by the Project Titles on pages 8-11 (For instance, how does “ERP Selection Services” differ from “ERP Consulting Services”?)

PLANTE MORAN RESPONSE TO QUESTION 4:

The detailed scope of services provided for each of the client’s below are available in project write-ups that we can provide to the County on request. In general, unless specifically denoted otherwise, the primary category of implementation services is as follows:

- ERP Selection / ERP Consulting / ERP Feasibility / Technology Modernization Services which is a set of services that can include the following more detailed services that have been provided based on the needs of the client:
 - ERP needs assessment
 - Business case development
 - ERP marketplace research
 - Procurement strategy assistance
 - Business and technical staff gap analysis
 - ERP implementation readiness assessment
 - Business process mapping and redesign assistance
 - Options analysis
 - RFP development
 - Proposal analysis
 - Demonstration script development
 - Demonstration participation
 - Other due diligence support (e.g., site visits, reference checking)
 - Procurement summary
 - Total cost of ownership development
 - Cash flow analysis
 - Statement of work development
 - Contract negotiations
- Implementation Management assistance that can include:
 - General project management services to include:
 - Pre-implementation planning assistance
 - Overall project manager
 - Functional team project manager
 - Co-project manager
 - Provide management advisor
 - Other implementation services to include:
 - Chart of Accounts redesign
 - IT and business process controls development
 - Technology advisory services for both on-premise and vendor-hosted solutions
 - System, integration and user acceptance testing assistance
 - PCI assessment services
 - Staff-backfill services in the accounting area such that key staff can be freed up for the project
 - Business process redesign assistance
 - Formal change management assistance
- Clarification of other project titles are as follows that don't fit into one of the above categories are as follows:

- For Miami-Dade County, we were contracted separately for RFP development assistance and then for proposal analysis assistance. They had already concluded on a software product (PeopleSoft), so the RFP and subsequent proposal analysis was for an integrator only versus software and integrator
- For Henry County, they planned to purchase the Tyler/Munis solution off of a national contract so our involvement was to conduct due diligence with their decision and support them during statement of work development and contract negotiations
- For the City of Sacramento, the project involved the study of their current payment processing environment that resulted in the development of a detailed analysis for use in subsequent phases of the project
- For the City of Roswell, we were engaged subsequent to their implementation project to conduct a post-implementation review to identify options to improve and leverage the overall capabilities of the implemented system
- For Detroit Water & Sewerage, we were engaged to assess their current Accounts Payable environment and identify options to separate that function from the remainder of the City of Detroit as a standalone operation
- For Marin County, we were engaged subsequent to a high-profile failure of their selected Tier 1 ERP solution and conducted business process mapping of all ERP business processes that led into additional work with assisting them in the procurement of a new ERP solution

BOONE COUNTY - QUESTION 5:

5. On page 7 under Finalist Vendor System, did the Community select the finalist or did your firm make the final selection? If the Community made the final selection, did their selection deviate from your recommendation? Please provide the short list of vendors for each of the Communities listed on page

PLANTE MORAN RESPONSE TO QUESTION 5:

In our engagements, the communities with which we work select the finalist vendor through the provision of a selection committee. While Plante Moran works to provide thorough decision support, each community ultimately makes the decision as the client needs to own the decision going into system implementation. We equip all of our clients with significant proposal analysis, a marketplace overview, key lessons learned from prior engagements and items to focus on throughout the procurement process such that they go into the implementation with full knowledge of what they will likely encounter. This includes significant discussion of likely project risks and ways in which those risks can be reduced or mitigated.

Community	Finalist Vendor System	Other Shortlisted Vendors
City of Asheville, NC	Tyler Technologies/MUNIS, CRW Systems	Cogsdale, Lawson Software
City of Cleveland, OH	CGI Advantage	Ciber (PeopleSoft)
City of Columbia, MO	Tyler Technologies (MUNIS, EnerGov, Cashiering, TCME), Kronos, Sympro, Advanced Utility Systems	Accela, Ciber (Infor)
City of Corpus Christi, TX	Infor	Tyler Technologies
City of Grosse Pointe Woods	Civic Systems	BS&A Software, New World Systems
City of Chandler, AZ	Oracle EBS	N/A – Upgrade from EBS, R11i
City of Mesa, AZ	CGI Advantage, Meridian, NeoGov	CherryRoad Technologies (PS), Infor
City of Roswell, GA	Tyler Technologies / MUNIS	New World Systems
City of Sault Ste. Marie, MI	Caselle	BS&A Software, Tyler Technologies - Incode
City of St. Clair Shores, MI	Intellitime	Kronos, Workforce
City of Wyandotte, MI	SunGard Public Sector	None, sole sourced to incumbent vendor.
County of Broward, FL	Oracle PeopleSoft, iNovah, NeoGov	Infor, Oracle EBS
County of St Louis, MO	Tyler Technologies / MUNIS and Incode	Lawson
Community Shelter Board	Bowman Systems	Social Solutions, Foothold Technology
Independence Township	BS&A Software	Information not available.
New Braunfels Utilities, TX	Cogsdale Corporation	SunGard Public Sector

ERP SYSTEM SELECTION CONSULTING SERVICES - RESPONSE TO CLARIFICATION QUESTIONS

Community	Finalist Vendor System	Other Shortlisted Vendors
Town of Hempstead, NY	Microsoft Dynamics GP, MS Govern	Harris, Tyler Technologies, and Manatron
Village of Mount Prospect, IL	New World Systems	Tyler Technologies

BOONE COUNTY - QUESTION 6:

6. On page 31 you mention that RFP forms are returned electronically. The County of Boone does not yet receive proposal responses electronically but hope to within a year. Please provide a detailed description of this process.

PLANTE MORAN RESPONSE TO QUESTION 6:

As part of the RFP development process, we leverage Excel as the basis for our specification and pricing analysis forms that includes embedded macros that significantly enhance the quality and efficiency of the proposal analysis process to include enhanced reporting capabilities that clients view as having value with assisting them in their review of the proposals and vendors response to specifications. A few samples of the reports we provide with our proposal analysis are on the following pages. Along with the RFP (PDF format), we distribute two Excel spreadsheets (one for pricing and one for specification responses) and one Word document (vendor forms that need to be completed). All of the RFP documents, including the Word and Excel documents, are posted to where the County posts their RFPs. In certain situations, we will email the RFP documents to potential vendors. The forms are password protected such that client information that should not be changed is locked down for editing by the vendors.

The vendor proposals are received electronically by Plante Moran and it is up to the community if they would like electronic or printed proposal responses. Some clients require an electronic copy (for searching purposes) as well as multiple printed copies of the proposal response so that each Selection Committee Member can have a copy of each vendor's proposal response to review. Our RFP Planning Matrix is a tool that we use to discuss the procurement requirements of the client in detail to include discussions around RFP distribution and receipt of proposal responses from vendors.

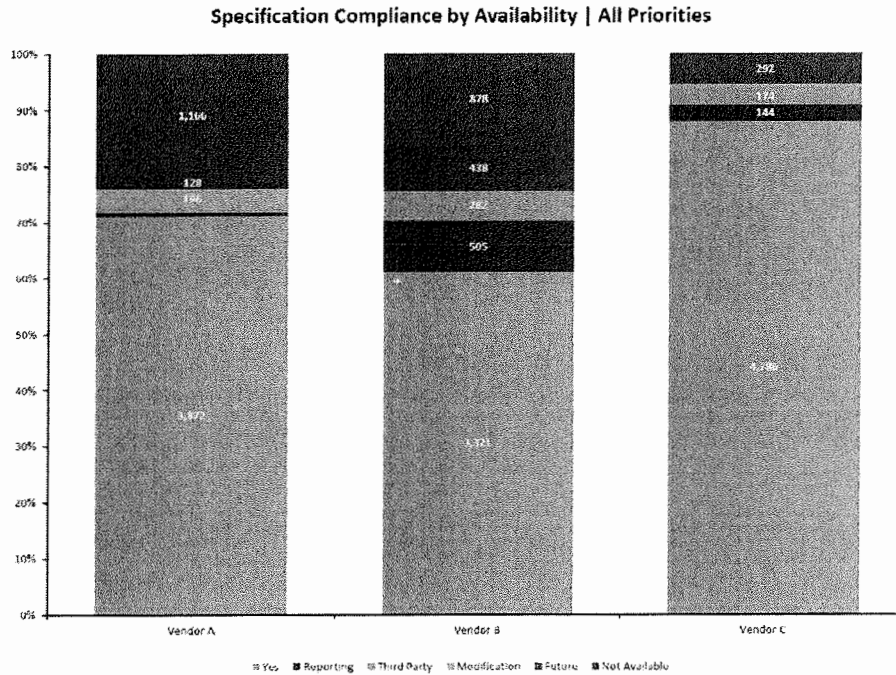
ERP SYSTEM SELECTION CONSULTING SERVICES - RESPONSE TO CLARIFICATION QUESTIONS

Below is a sample of each vendors' compliance to the specifications. The weighting of the modules is defined by the County.

Specification Compliance Comparison					
County of Sample					
ERP System Software & Implementation					
Module	Core	Weighting	Vendor A	Vendor B	Vendor C
Accounts Payable	Core	4.00%	95.87%	94.33%	97.86%
AR and Misc Billing	Core	4.00%	94.85%	92.16%	100.00%
Bank Reconciliation	Core	3.00%	98.00%	86.50%	97.50%
Budgeting	Core	4.00%	96.03%	87.56%	100.00%
Business License	Core	3.00%	69.59%	97.84%	98.32%
Cash Management	Core	4.00%	42.44%	73.26%	39.53%
Cash Receipting	Core	4.00%	98.35%	90.08%	97.85%
Contract Management	Core	4.00%	55.39%	86.99%	99.16%
Document Management	Expanded	3.00%	7.85%	54.58%	74.95%
Facilities Management	Core	3.00%	No Bid	24.24%	99.37%
Fixed Assets	Core	4.00%	98.74%	89.51%	98.05%
Fleet Management	Core	4.00%	No Bid	23.92%	91.04%
General and Technical	Core	4.00%	91.08%	91.44%	87.20%
General Ledger	Core	4.00%	93.33%	93.33%	98.85%
Human Resources	Core	4.00%	87.32%	83.23%	98.35%
Insp and Code Enforcement	Core	3.00%	93.29%	99.29%	99.53%
Inventory Management	Core	4.00%	87.22%	89.98%	97.91%
Loan Management	Expanded	0.50%	No Bid	No Bid	No Bid
Master Address	Core	4.00%	62.38%	97.20%	96.26%
Parks and Recreation	Expanded	0.50%	No Bid	71.97%	71.53%
Payroll	Core	4.00%	95.36%	92.17%	98.26%
Permitting	Core	3.00%	89.06%	94.97%	98.96%
Planning and Community Dev	Core	3.00%	81.13%	97.53%	95.67%
Project and Grant Accounting	Core	3.00%	69.82%	86.44%	96.32%
Purchasing	Core	3.00%	85.82%	91.89%	97.81%
Request for Service	Core	3.00%	96.85%	24.21%	97.75%
Risk Management	Expanded	1.00%	No Bid	No Bid	72.05%
Time and Labor	Core	4.00%	66.74%	75.88%	93.62%
Utility Billing	Core	4.00%	97.22%	No Bid	98.47%
Work Order	Core	4.00%	83.15%	24.16%	97.47%
Weighted Average for All Modules:			74.56%	74.49%	93.36%
Weighted Average for Offered Modules:			81.94%	78.83%	93.83%
Weighted Average for Core Modules:			78.24%	76.31%	94.77%
Weighted Average for Expanded Modules:			4.71%	39.94%	66.54%

Legend
90% compliant or greater
80% compliant or greater, less than 90%
Less than 80% compliant

This graphics shows the number of specifications per vendor where they replied Yes, Not Available, Modification, Handled by a Third Party Product, Available in the Future (within 12 months) or Handled Through a Report Writer.



This report show all the specification (by module) where the vendor made a comment.

Vendor A						
Code	Administrative Definition					
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined lists, delivered or configurable workflow, alerts or notifications, standard reports/vendor, table driven setup and standard reports, with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on the functionality, unless specifically included in the Statement of Work, as part of the deployment of the solution.					
R	Functionality is provided through reports generated using proposed Reporting Tools.					
I	Functionality is provided by proposed third party functionality (i.e., third party or defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide the functionality must be included in the cost proposal.					
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.					
F	Functionality is provided through a future release that is to be available within a year of the proposal response.					
N	Functionality is not provided.					

Accounts Payable						
Subject	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
9	Invoice number (up to 50 characters), amount and date	H	Y		Accounts Payable	Invoice # is limited to 20 characters
11	Description/comments (up to 50 characters)	H	Y		Accounts Payable	Description is limited to 40 characters
39	Ability to search for vendors by any field in the vendor record	M	Y		Accounts Payable	Vendor Name, Vendor Sort Name, Vendor Code, Federal ID Number, Email and Billing Address Only
72	Unlimited user defined fields	M	Y		Accounts Payable	Several provided, if additional are required, they will be provided at no cost.
125	Ability to hold invoice or invoices if the vendor payment is below the minimum payment amount up to a user defined period of time (i.e. 30 days)	L	M	\$1,000.00	Accounts Payable	This will be added if required
177	Ability to have a maximum check amount.	M	M	50.00	Accounts Payable	Will create a user setting at no additional cost, if required.
215	System must calculate and deduct backup withholding for vendors that are subject to backup withholding.	M	M	50.00	Accounts Payable	Will add at no cost, if required
218	Ability to support a 1099 S form (real estate)	H	M	50.00	Accounts Payable	Will add at no cost, if required
234	Business License Refunds	H	F		Accounts Payable	This is planned for the upcoming release of Business Licensing.
236	Parks and Recreation for Refunds	H	M		Accounts Payable	We have an integration for third party on additional integration could be created if

ERP SYSTEM SELECTION CONSULTING SERVICES - RESPONSE TO CLARIFICATION QUESTIONS

Company Name: Plante & Moran, PLLC

Address: 27400 Northwestern Hwy
Southfield, MI 48034

Telephone: 248-352-2500 Fax: 248-352-0018

Federal Tax ID (or Social Security #): 38-1357951

Print Name: E. Scott Eiler Title: Partner

Signature: *E. Scott Eiler* Date: April 21, 2016

E-mail: Scott.Eiler@plantemoran.com

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For more information contact:

Mr. E. Scott Eiler, Partner

1-800-544-0203

Scott.Eiler@plantemoran.com

plantemoran.com

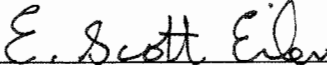
COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFQ RESPONSE

Organization Name: Plante & Moran, PLLC
Address: 27400 Northwestern Hwy., Southfield, MI 48034
Telephone: 800.544.0203 Fax: 248.233.8587
E-mail Address: scott.eiler@plantemoran.com

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFQ are true.

Print Name: E. Scott Eiler Title: Partner
Signature:  Date: March 18, 2016

ORIGINAL

{ Get there. }

COUNTY OF BOONE, MO | MARCH 23, 2016





Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

March 23, 2016

Mr. Jacob M. Garrett
Buyer
613 E. Ash Street, Room 111
Columbia, MO 65201

RE: Consulting Services for Enterprise Resource Planning System Selection (RFQ #10-23MAR16)

Dear Mr. Garrett:

Plante Moran, PLLC (Plante Moran) is pleased to provide this proposal to Boone County, MO (County) to provide Enterprise Resource Planning (ERP) System Selection Consulting Services. As a business partner with our clients in executing these types of projects, we recognize the inherent risks in such an endeavor and, as a result, are looking forward to the opportunity of working with the County throughout all phases of this project.

As one of the largest consulting and accounting firms nationally, we have extensive experience in serving the public sector. Additionally, Plante Moran's proposed project team brings to this engagement depth of knowledge and experience gained in working with governmental clients in conducting the full lifecycle of an Enterprise Resource Planning (ERP) system replacement project. These consulting services have encompassed the full life-cycle of software procurement and implementation including needs assessments, solution selections, contract negotiations and implementation management. We offer the following benefits:

- **Depth of Experience.** Significant experience in conducting business software needs assessment, selection, and implementation projects for governmental clients for over 30 years.
- **Breadth of Experience.** Significant experience with assisting governmental clients in the full lifecycle of enterprise system projects for all areas of local government operations including Financials, Payroll, Human Resources, Utility Billing, Permitting and Licensing, Enterprise Asset Management, and GIS solutions.
- **Proven Project Approach.** Proven methodology that is supported by a robust and flexible set of tools and templates refined through gained through experience with numerous governmental clients including all aspects of needs assessment, selection, contract negotiations, statement of work development, and implementation management assistance.
- **National Experience.** We have significant and recent experience performing business software needs assessment, selection, and implementation projects for numerous municipal governments throughout the country who are very similar to Boone County based on their level of complexity, overall size, and/or project scope to include:
 - Horry County, SC
 - City of Columbia, MO
 - Livingston County, MI
 - Sumner County, TN
 - St. Louis County, MO
 - Horry County, SC
 - Montgomery County, TX
 - St. Lucie County, FL
- **Custom Software Client Experiences.** We have recent experience with assisting clients in the selection and implementation of new ERP systems that have migrated from a legacy

custom developed system and recognize the change management and other issues associated with such a migration to include:

- Horry County, SC
- City of Pinellas Park, FL
- St. Louis County, MO
- Town of Longboat Key, FL
- **Vendor Independence.** Complete independence from all governmental system and ERP software providers allows us to make systems recommendations to best meet the needs of our client. Through our numerous system selection and implementation projects, we have gained significant experience and knowledge of providers of municipal software solutions for governmental entities and the pros/cons of their solutions.
- **Vendor Liaison Program.** While maintaining independence from all local government software providers, we facilitate a proactive Vendor Liaison Program (VLP) to maintain a current understanding of the local government software marketplace and better understand each solution's key differentiators, the company's long-term strategies for each product, and the solution provider's implementation methodology as well as target market.
- **Professional Involvement.** Active project professionals who are members of national and local organizations dedicated to improving the operations of local government including GFOA, ICMA, PTI and GMIS.
- **Experienced Project Team.** Seasoned consultants with proven experience at defining functional requirements, identifying integration and interfaces, and developing an application migration plan to transition from the legacy business systems and other shadow systems.
- **Best-Practice Expertise.** Significant experience in conducting process redesign and recommending best-practices for governmental clients while promoting change management from the initiation of the project.
- **Formal Project Management.** Expert Project Management Professionals, credentialed by the Project Management Institute (PMI), who leverage PMI's standard methodology on all projects.
- **Contract Negotiations Experience.** We have successfully assisted clients in negotiating very strong contracts with nearly all of the software vendors that you will likely be considering. Through our negotiations process, we have been able to save our clients significant costs and include other protections in the contract.
- **Implementation Management Experience.** Significant experience with assisting clients in the implementation of new ERP systems providing a variety of roles dictated by the needs of the client.
- **Government Accounting Experience.** As accountants and advisors to nearly 500 government agencies, recognized as one of the leading providers of independent, objective advice.

Our proposed team blends the technology and municipal operations knowledge with seasoned, management consultants to work on this important initiative. We believe that based upon these experiences and the quality of our proposed team, we are well qualified to provide objective and comprehensive ERP consulting services for Boone County.

Sincerely,

PLANTE & MORAN, PLLC

A handwritten signature in cursive script that reads "E. Scott Eiler".

E. Scott Eiler
Partner

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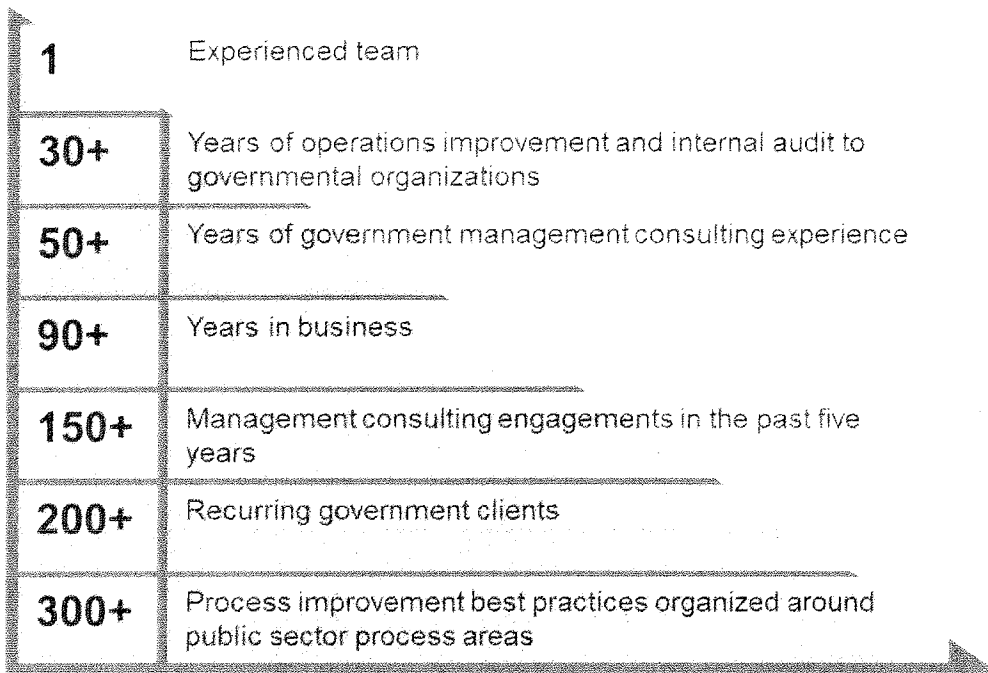
Company Profile

FIRM BACKGROUND

Describe your company including but not limited to its history and years in business; office location(s); number of clients and client profile; and organizational structure. Include biographies for all key personnel and all staff members to be assigned to this project.

Founded in 1924, Plante Moran, PLLC (Plante Moran) is the fourteen largest management consulting and public accounting firm in the United States. We are a limited liability partnership (LLP) with more than 200 Partners, 2,000 staff members and 22 offices throughout Ohio, Michigan, Illinois, Shanghai, China, Monterrey, Mexico and Mumbai, India. We provide our clients with access to the resources, experience, and depth of technical expertise of larger firms, coupled with the responsive, personal service and attention of smaller, local firms. Our firm is organized into four major service areas: Management Consulting, Accounting and Auditing, Tax Consulting, and Personal Financial Planning Services.

The following graphic summarizes our experience in providing management consulting to governmental organizations:



Over the past several years, Plante Moran has continually expanded the scope and experience of its Management Consulting Services Group. The firm is committed to continuing this growth by retaining and attracting qualified professionals to provide the broad range of management and technical services that are necessary to effectively serve the needs of our clients.

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. Plante Moran takes equal pride in our people and our professional work environment.

Some of the facts about our firm that we are proud of include:

- Our partnership group is comprised of 19% women, which is the highest percentage of female equity partners among the nation's largest public accounting firms, according to CPA Personnel Report, a national public accounting trade publication.
- Staff turnover rate below 15% which is significantly lower than that of other national public accounting firms.
- The firm has been named to Fortune Magazine's "100 Best Companies to Work for in America" for the last eighteen years.
- Plante Moran's Management Consulting Group, consisting of over 200 dedicated consultants, is a versatile, full service consulting organization with a proven track record for providing quality professional services.

Our emphasis and commitment to management consulting has resulted in the extension of the consulting practice into all major aspects of government and education addressing our clients' unique needs related to information technology, security, compliance, and policy.

Plante Moran has become a leader in providing services to governmental organizations. At present, we work with well over 200 local governments. Our professionals have made substantial commitments to working with local, county and state government agencies. Our extensive experience with governmental clients has enabled us to assemble a project team that we believe is uniquely qualified to perform the proposed project.

Government Consulting Services Organization

Plante Moran has assumed a leadership role in providing consulting services to governmental entities. The range of services we provide includes the following:

- Information Technology Consulting
- Communications & Networking Services
- Cybersecurity Services
- Project Management and Oversight
- Operations Analysis
- Consolidation Studies
- Organizational Planning and Development
- Financial Management Services
- Human Capital Management and Development
- Market Research Services
- Business Planning and Feasibility Analysis
- Employee Benefits Analysis
- Assurance Services
- Real-estate, Design and Construction Consulting

Industry Commitment

Because of our broad governmental client base, we are able to devote the necessary time to specialize and thus provide maximum service. Our consultants have a variety of professional designations and are active participants in state and national government organizations. In addition, our consultants are very active in making presentations to a variety of governmental organizations on current issues. To assist us in this specialization, we are also members of numerous local government professional associations that have a partial or major focus on the application of technology for government including:

- **Government Finance Officers Association (GFOA)**, an organization whose purpose is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices and promoting them through education, training and leadership.
- **International City/County Management Association (ICMA)**, an organization that develops and advances professional local government management to create sustainable communities that improve lives worldwide.

- **Public Technology Institute (PTI)**, a Non-Profit organization created by and for cities and counties that works with a core network of leading government officials to: identify opportunities for technology research, share best practices, offer consultancies and pilot demonstrations, promote technology development initiatives, and develop educational programming.
- **Government Management and Information Sciences (GMIS)**, an organization composed of municipal information technology directors with a primary goal to foster a unified effort among government entities to integrate and disseminate their respective research and design efforts in the area of automated information sciences.

We are very involved with all of these organizations contributing our talents and expertise through speaking engagements, articles for their publications and involvement in conferences at the national level.

As a result of our continuing involvement with government organizations at all levels, we have acquired in-depth knowledge and experience in dealing with relevant technical, operational and procedural issues. This experience and knowledge, and our commitment to assure objectivity and a high level of independence, are fundamental to our proven and consistent ability to meet the needs of our governmental clients.

Information Technology Consulting

Plante Moran's management consultants have made a significant commitment to assist governmental clients develop and implement appropriate technology. We are among the few accounting and consulting firms that are completely vendor independent with respect to the offering of hardware or application software for our governmental clients. This enables our consultants to select the most appropriate solution for our clients based on the client's current situation and future goals and objectives. The services we offer address virtually all aspects of information systems including the following with those services relevant and proposed on this project highlighted:

- **ERP Needs Assessment**
- Project Budgeting and Return on Investment (ROI) Analysis
- **Preparation of ERP System Requirements**
- **Request for Proposal Development**
- **System Selection Assistance**
- **Contract Review and Negotiations**
- **Systems Implementation Planning**
- **Systems Implementation Assistance**
- User Procedure Development and Documentation
- Quality Assurance
- Project Management
- Strategic Information Technology Planning
- Information Technology Assessments
- e-Government Strategy and Development
- Conversion Planning Assistance
- Systems Development
- Technology Management
- Systems Control Review
- Information Security

Governmental Accounting Practice Area

Plante Moran's governmental practice has been in existence for nearly 50 years serving all levels of local, county and State governmental entities. As a firm, we currently audit approximately 200 governmental units and special purpose governmental entities, over 100 public and private school districts and 400 nonprofit organizations. The Firm has partners and senior associates with deep specialization and expertise in the various areas of need. At Plante & Moran, we are more committed than ever to providing accounting and consulting services to local governments. Our commitment is evidenced by the significance investment that we have made by participating in the following activities:

exceptionally high customer satisfaction. Dale's educational background includes a BS with a concentration in Communication Technology from Eastern Michigan University.

Natalie Schwarz | Manager

Natalie has over seven years of professional service experience consulting and implementing ERP and Tax systems for both private and public sector clients over a wide range of industries. Natalie has a rare combination of experience including large scale project management, service line process development, and ERP/Tax systems software selections and implementations. She has extensive experience in developing business requirements, business process reviews, and gap analysis along with detailed system analysis, design, development and implementation. In addition, Natalie has successfully guided clients through the vendor selection process, including facilitating workshops and vendor demos, development of requests for proposals (RFP's), evaluating vendor responses, analyzing costs, identifying best fit solutions, drafting contracts, and conducting post-implementation evaluations. At Plante Moran, Natalie's current focus is on serving her government clients with options analysis, IT/ERP needs assessment, software selection assistance, and system implementation assistance. She is currently a member of the ILGFOA. Natalie has a Bachelor's of Arts degree in Finance and Accounting from Illinois State University and is system certified in Oracle E-Business Suite and Thomson Reuters ONESOURCE.

Brian Pesis | Senior Consultant

Brian has experience working with a variety of ERP systems for government clients across the country. At Plante Moran, Brian has served as the lead consultant on projects to assess the enterprise software environment for different municipalities and special districts and lead them through the software selection process. As a part of assessment projects he has been responsible for process owner and end user interviews, identifying issues and opportunities for improvement, process mapping, developing business requirements, outlining functional gaps, and performing cost estimations. During the selection process, Brian helps to manage the specification development and prioritization process, RFP document preparation, vendor proposal analysis deliverables, and contract negotiation process. Brian's experience in enterprise software projects ranges from Financial and Human Resources systems, to Work Management, Enterprise Asset Management and Utility Billing solutions. Brian has a Bachelor's of Business Administration degree from the Ross School of Business at the University of Michigan.

Stephen Morrison | Consultant

Stephen began working with technology in the public sector in 2014, taking on a development and support role with a permitting and licensing vendor. In this role, Stephen began to engage with both the technical and business considerations of implementing and supporting solutions for government. Key activities included support of the vendor's cloud architecture, system configuration, workflow design, data conversion, and report development. Since joining Plante Moran, he has served as a project consultant on a variety of ERP procurement and implementation efforts. Stephen's focus is on supporting his clients' technology planning, needs assessment, system selection, and implementation management needs by conducting client interviews, translating system requirements, and preparing key project deliverables. Stephen has a Bachelor's of Arts degree in Chemistry with a Secondary Field in Computer Science from Harvard University.

FIRM EXPERIENCE

Describe your firm's experience and first-hand knowledge of Enterprise Resource Planning products and modules for *governmental entities*. Provide a listing of the vendors and their various products with which you have experience. For each, describe the nature and scope of the firm's experience and knowledge and indicate the number of engagements and status (i.e., completed vs. in-progress).

Describe your firm's experience in the selection and implementation of ERP software in general as well as experience specific to the local government public sector, especially local governments of a similar size, demographic, and complexity to Boone County. At a minimum, describe experience in the following areas:

- Designing comprehensive ERP procurement processes
- Conducting Needs and Risk Assessments relevant to ERP procurement
- Gathering functional requirements across decentralized departments and agencies
- Conducting business process analysis and documentation
- Performing risk analysis of business process change and providing change management in relation to the implementation of an ERP system
- Preparing Request For Proposals for ERP solutions
- Determining RFP evaluation criteria
- Contract negotiations
- Evaluating implementation strategies and assisting with implementation activities
- Designing effective training strategies and schedules
- Project management

Plante Moran ERP Consulting Qualifications

Through our 30 years of conducting enterprise system selection projects, we have developed a useful repository of tools, templates and methods that provide significant value and stream-lining to a selection project while ensuring that the integrity and thoroughness of the process is maintained.

We have extensive knowledge of software selection best practices by enabling our local government clients navigate numerous software selection and implementation projects. In addition, our robust and thorough selection process has resulted in the ability to significantly minimize the client's risk in the implementation phase of the project. Additionally, the thoroughness and self-documented nature of our process has translated to outcomes which are not challenged by the vendors through a formal protest process. This level of thoroughness has led to minimal change order activity during the implementation resulting in the achievement of project budgets and timeframes for implementation.

With respect to the experiences requested above, our proposed project work plan provides detailed information on how we plan on executing each of the project tasks. Our experiences noted below in summary and in detail have involved Plante Moran engagements in which we have performed all of the activities noted above and others.

ERP Vendor Experiences

Having an on-going and thriving ERP Consulting services practice that includes our Vendor Liaison Program (VLP), we have a deep understanding of the ERP marketplace and the vendors that provide solutions across all lines of business within a County, across a specific line of business and niche products within a line of business to include:

- Core ERP (Financials, Supply Chain, Human Resources/Payroll)
- Community Development
- Enterprise Asset Management
- Other areas to include:
 - Utility Billing

PROPOSAL TO PROVIDE ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES

- Parks & Recreation
- Cashiering
- Debt/Investment/Cash Management
- Applicant Tracking
- Learning Management
- Time and Attendance
- Electronic Plan Review
- Fleet Management
- Others

Within our Governmental IT Consulting practice we maintain a Vendor RFP Response Log which contains information as to which vendors responded to which RFPs such that we can assess current vendor activity in the marketplace historically and currently. The following grid provides an example of software vendors that have been selected by our clients in recent years:

Community	Finalist Vendor System
City of Asheville, NC	Tyler Technologies/MUNIS, CRW Systems
City of Cleveland, OH	CGI Advantage
City of Columbia, MO	Tyler Technologies (MUNIS, EnerGov, Cashiering, TCME), Kronos, Sympro, Advanced Utility Systems
City of Corpus Christi, TX	Infor
City of Grosse Pointe Woods	Civic Systems
City of Chandler, AZ	Oracle EBS
City of Mesa, AZ	CGI Advantage, Meridian, NeoGov
City of Roswell, GA	Tyler Technologies / MUNIS
City of Sault Ste. Marie, MI	Caselle
City of St. Clair Shores, MI	Intellitime
City of Wyandotte, MI	SunGard Public Sector
County of Broward, FL	Oracle PeopleSoft, iNovah, NeoGov
County of St Louis, MO	Tyler Technologies / MUNIS and Incode
Community Shelter Board	Bowman Systems
Independence Township	BS&A Software
New Braunfels Utilities, TX	Cogsdale Corporation
Town of Hempstead, NY	Microsoft Dynamics GP, MS Govern
Village of Mount Prospect, IL	New World Systems

Past Experience

The following list provides a listing of municipal ERP projects that our firm has performed over the last five (5) years. The projects that are identified as open are in varying stages of needs assessment, selection or implementation related activities and represent our continuing and deep knowledge as to the needs of our clients related to ERP and our understanding of the ERP marketplace.

Client Name	Project Title	Project Date
State of MI Senate	ERP Consulting Services	Feb 2016 - Present
Cuyahoga County, OH	ERP Consulting Services	Feb 2016 - Present
City of Palo Alto, CA	ERP Consulting Services	Feb 2016 - Present
City of St. Charles, IL	Software Planning	Feb 2016 - Present
City of Hollywood, FL	ERP Consulting Services	Feb 2016 - Present
City of Stockton, CA	ERP Consulting Services	Jan 2016 - Present
State of Florida, Division of Rehabilitation and Liquidation	Financial System Selection	Jan 2016 - Present
St. Louis County, MO	Time and Attendance Implementation Management Assistance	Jan 2016 - Present
Juvenile Welfare Board of Pinellas County, FL	ERP Consulting Services	Nov 2015 - Present
Miami-Dade County, FL	ERP Integrator Proposal Analysis	Oct 2015 - Present
Montgomery County, TX	Financial System Needs Assessment	Oct 2015 - Present
Three Rivers Park District	Parks & Rec Options Analysis	Sept 2015 - Present
Pueblo County, CO	ERP Feasibility Study	Sept 2015 - Present
Milwaukee County, WI	ERP Consulting Services	Sept 2015 - Present
Broward County Metropolitan Planning Organization (MPO)	ERP Selection	Sept 2015 - Present
Town of Jupiter Island, FL	ERP Selection	Aug 2015 - Present
Henry County, GA	ERP Due Diligence, Contract Negotiations and Statement of Work (SOW) Development	Aug 2015 - Present
Village Center Community Development District, FL	CIS SOW Development and Contract Negotiations	Aug 2015 – Oct 2015
City of Sacramento, CA	Payment Processing Study	June 2015 – Dec 2015
City of Coral Springs, FL	ERP Options Analysis	May 2015 – Aug 2015
City of Bismarck, ND	Work Management System (WMS) Study	April 2015 – July 2015
Central Ohio Transit Authority, OH	Technology Modernization Services	April 2015 - Present

PROPOSAL TO PROVIDE ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES

Client Name	Project Title	Project Date
Miami-Dade County, FL	ERP Integrator RFP Consulting Services	Mar 2015 – July 2015
Outagamie County, WI	HRIS Selection Services	Feb 2015 – Jan 2016
City of Appleton, WI	ERP Selection Services	Feb 2015 - Present
City of Winter Park, FL	ERP Selection Services	Feb 2015 - Present
City of Delray Beach, FL	ERP Options Analysis	Feb 2015 – Aug 2015
Santa Margarita Water District, CA	Technology Enterprise Resource Plan Systems Selection and Implementation Management Assistance	Jan 2015 - Present
Hampton Roads Transit, VA	ERP Selection Services	Jan 2015 - Present
City of Carlsbad, CA	ERP Business Process Mapping	Jan 2015 - Present
Cuyahoga County Public Library, OH	FMIS Selection Services and Implementation Management Assistance	Dec 2014 - Present
City of Roswell, GA	Post ERP Implementation Review	Oct 2014 – Jan 2015
City of Independence, MO	CIS Selection and Implementation Management Assistance Services	Nov 2014 - Present
City of Paducah, KY	ERP Selection Services	Sep 2014 - Present
Town of Longboat Key, FL	Software Assessment ERP Selection	Aug 2014 – Dec 2014 Mar 2015 - Present
Central Ohio Transit Authority (COTA), OH	HRIS Needs Assessment and Selection	June 2014 – Jan 2015
Horry County, SC	ERP Implementation Management Assistance	June 2014 – Sept 2015
Village of Park Forest, IL	ERP System Consulting and Implementation Management Assistance	June 2014 – Present
City of Palo Alto, CA	ERP System Consulting	June 2014 – Dec 2014
City of Arvada, CO	EAM System Consulting	Apr 2014 – Nov 2014
City of Fayetteville, AR	ERP Consulting Services	Apr 2014 – July 2015
Clarke County, VA	ERP Consulting Services	Feb 2014 – Jun 2014
City of Long Beach, CA	ERP Consulting Services	Feb 2014 – Present
City of Baton Rouge, LA	ERP Consulting Services	Feb 2014 – Present
City of Palo Alto, CA	EAM System Consulting	Jan 2014 – Nov 2014
San Diego Association of Governments, CA	Contract Management Needs Assessment	Jan 2014 – Nov 2014
St. Lucie County, FL	ERP Consulting Services	Nov 2013 – Present
City of Ft. Lauderdale, FL	ERP Selection	Nov 2013 – Present

PROPOSAL TO PROVIDE ENTERPRISE RESOURCE PL

Client Name	Project Title
Village of Elk Grove, IL	ERP Selection and I Management Assist:
City of Bend, OR	ERP Selection and I Management Assist:
City of Dublin, OH	ERP Selection
City of North Las Vegas, NV	Enterprise Applicatic
Village of Fox Lake, IL	ERP Selection
Detroit Water & Sewerage Department, MI	AP Migration Planni
City of Pinellas Park, FL	ERP Selection and I Management Assist:
City of Flint, MI	ERP Implementation Assistance
Huron Clinton Metropolitan Authority, MI	ERP Selection and I Management Assist:
City of Detroit, MI	ERP Needs Assessr
Village of Woodridge, IL	ERP Selection
City of Pueblo, CO	ERP Due Diligence ; Management Assist:
Village of Northbrook, IL	ERP Selection
New Braunfels Utilities, TX	FMS Needs Assessr Implementation Man
City of Grand Rapids, MI	FMS Needs Assessr
Sumner County, TN	ERP Needs Assessr
City of Ann Arbor, MI	HR/Payroll Software
City of Corpus Christi, TX	ERP Selection
Town of Jupiter, FL	Utility Billing and Ent Management Softwa
City of Hallandale Beach, FL	ERP Selection and I Management Assist:
City of Columbia, MO	ERP Needs Assessr Implementation Man
Livingston County, MI	ERP Selection and I Management Assist:
Horry County, SC	ERP Needs Assessr
City of Oakland Park, FL	ERP Selection

PROPOSAL TO PROVIDE ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES

Client Name	Project Title	Project Date
City of Cooper City, FL	ERP Selection	Feb 2012 – Oct 2012
Marin County, CA	ERP Operations Review	Feb 2012 – Jan 2015
City of Greenville, NC	ERP Selection	Dec 2011 – Mar 2013
Hampton Roads Sanitation District, VA	ERP Needs Assessment, Selection and Implementation Management Assistance	Jan 2012 – Present
City of East Lansing, MI	ERP Needs Assessment	Dec 2011 – Aug 2012
Broward County, FL	ERP Selection Assistance, Contract Negotiations, Statement of Work Development, 3PA Implementation Services	July 2011 – Present
City of North Miami Beach, FL	ERP Needs Assessment, System Selection and Implementation Management Assistance	Apr 2011 – Present
City of Chandler, AZ	Oracle Upgrade Project Management Services	Mar 2011 – Nov 2011
Town of Jupiter, FL	Financial Management System Selection and Implementation Management Assistance	Mar 2011 – Nov 2012
City of Flagstaff, AZ	ERP Due Diligence Assistance	Jan 2011 – Aug 2011
Muskegon County, MI	FMIS Software Selection and Implementation Management Assistance	Jan 2011 – Sep 2013
City of Owensboro, KY	ERP Selection	Nov 2010 – Dec 2011
City of Asheville, NC	Development Services Software Selection	Oct 2010 – Sep 2011
City of Casper, WY	Software System Assessment	Aug 2010 – Aug 2011
City of Alexandria, VA	ERP Needs Assessment and Selection	Aug 2010 – June 2011
Borough of State College, PA	ERP Selection, Contract Negotiations and Implementation Management Assistance	Jul 2010 – Mar 2014
City of Miramar, FL	ERP Selection and Implementation Management Assistance	May 2010 – Jul 2012
City of Roswell, GA	ERP Selection, Contract Negotiations and Implementation Initiation Assistance	Jan 2010 – Jul 2012
City of Roswell, GA	ERP Post Implementation Review	Oct 2014 – Jan 2015
City of Mesa, AZ	ERP Selection and Implementation Management Assistance	Apr 2009 – Aug 2012

Project Critical Success Factors

Frequently, clients desire to have an understanding as to the critical risks on an ERP initiative and critical success factors to improve overall project success. In response to this request, we highlight the following critical success factors that we believe are of importance.

1. **Obtain Visible Executive Level Sponsorship** – Without a strong level of visible executive sponsorship on the project, challenges faced by the project team in terms of changing business practices, obtaining necessary resources from the organization and working through staff change management issues will be extremely challenging. Our assistance to the County in this area would be as follows:
 - a. Identify an individual who has a high-level of authority and responsibility within the organization to provide Executive Sponsorship on the project
 - b. Review the roles and responsibilities for this individual and document as part of the Project Charter
 - c. Ensure that this individual is visible at key points during the selection and implementation phases of the project
 - d. Implement an Executive Steering Committee as part of the project that would be chaired by the Executive Sponsor
2. **Conduct Appropriate Due Diligence Activities on Potential Solutions** – Our approach with the County is intentionally very comprehensive and inclusive to achieve staff buy-in and ensure that staff go into the system implementation phase with as much knowledge as possible and clear expectations as to what is required to achieve a successful implementation. Ultimately, our goal is to obtain a Solution that is good fit for the County and will provide significant value in enhancing the various County business processes. Our assistance to the County in this area would be as follows:
 - a. Implement a comprehensive governance structure during the Selection phase of the project that involves a number of staff including the establishment of module leads and teams that includes both process owners and representative process end-users
 - b. Conduct interviews with all departments to ensure that their needs are listened to and incorporated into the process
 - c. Identify an evaluation process and scoring methodology that reflects the needs and priorities of the County
 - d. Involve business staff at a variety of points within the software selection phase including:
 - Involvement in departmental interview
 - Review and approval of functional specifications
 - Review of the Issues and Opportunities matrix
 - Development of vendor demonstration scripts
 - Analysis of the appropriate sections of the ERP vendor responses
 - Participation in vendor demonstrations
 - Participation in site visits and reference checking
 - e. Provide insight into the products, services and technologies that are being proposed by the responding vendors based on our industry involvement.

3. **Negotiate a Comprehensive Statement of Work (SOW) and Contract** – Having been involved with a large number of ERP selections and implementation projects we are well aware of the items that will arise during system implementation that will be governed by the SOW and contract. As a result, we have a very strong perspective as to the importance of developing a comprehensive Statement of Work (SOW) and negotiating a contract that protects the financial and other interests of the County. Our assistance to the County in this area would be as follows:
 - a. During the selection phase of the project, we will institute the concept of a Solution Gap Log that incorporates gaps between the selected Vendor's solution and the needs of the County as input into the SOW and contracting phase
 - b. We will leverage our SOW checklist that we have refined through several other projects to ensure that the scope of software, hardware and services is adequately addressed in the SOW
 - c. Having negotiated contracts for nearly 30 years, we have a number of contract provisions that we would recommend including with specific ones that have been developed for certain Tier 2 vendors that we have negotiated with in the past
4. **Obtain Appropriate Levels of Client Staff during the Implementation** – One of the major problems that our clients are currently facing during ERP implementations is being able to commit the necessary amount of time required to perform all of the implementation activities required. Most municipal organizations have seen their staffing levels reduced, in some cases significantly, during the economic malaise while service levels have increased. The effect of managing current operations while undertaking an ERP implementation has become overwhelming for many organizations. Our assistance to the County in this area would be as follows:
 - a. Set realistic expectations as to the required level of staff implementation effort required during the early part of the selection phase of the project with executive management within the County
 - b. Communicate that key decision makers will need to commit their time in a meaningful way during system implementation
 - c. Request information from the vendors as part of the RFP as to expected levels of staff commitment required during the implementation phase of the project
 - d. Implement an appropriate phasing of modules during system implementation that is achievable within current staffing constraints
 - e. Secure external contract resources to perform County activities during system implementation for certain technical and business areas
 - f. Determine if recent retirees can be contracted back to the County to provide backfill to existing operations so key staff can be freed up for the project
 - g. Defer other non-critical projects to a future timeframe
 - h. Expedite initiation of implementation activities to the selection phase of the project (e.g., identification of key issues and opportunities, data cleansing, collection of documentation for use by the software vendor, etc.
5. **Obtain Qualified and Competent Vendor Implementation Staff** – The economic malaise experienced across the country, has recently improved resulting in municipal entities being more comfortable with spending on infrastructure upgrades including major ERP initiatives. This breaking of pent-up demand has resulted in a significant level of activity in the ERP marketplace that has put significant strains on the ability for vendors to effectively implement their solution with qualified staff. Particular vendors in the Tier 2 ERP vendor marketplace have experienced recent success in

selling their product but have been challenged in implementing their product. This has resulted in ERP vendors employing staff that is not familiar with the company's implementation approach or the capabilities of the product. Furthermore, we have found that the availability of these staff for follow-up questions after homework has been assigned has been extremely frustrating due to their commitment to a number of other implementations. Our assistance to the County in this area would be as follows:

- a. During the RFP process request information on the number of implementation staff and number of current active implementations
- b. Be able to interview and approve proposed key vendor implementation staff including the vendor project manager and functional leads
- c. Request and conduct reference checking for key vendor staff on the project
- d. Put protections in the contract for deficiencies due to poor implementation services (e.g., liquidated damages, ability to approve key staff, etc.)
- e. Request resumes of ALL proposed implementation staff prior to them coming on-site to the County for any type of consulting and training sessions
- f. Clarify during the early stages of the implementation how functional issues/questions will be addressed when the leads are physically not on-site at the County
- g. Leverage LinkedIn to review past history of proposed implementation and training staff
- h. Execute other implementation-related activities to ensure an overall smoother process

In summary, Plante Moran has a number of characteristics that makes us uniquely qualified to assist the County in this effort as follows:

- **Longevity of ERP Practice:** As a firm, we have over thirty years' experience in assisting clients in conducting full ERP lifecycle projects for all areas of governmental operations including Human Resources / Payroll, Time and Attendance, Finance, Utility Billing, Community Services, Tax and Public Safety.
- **Experienced Project Team:** Our project team has significant and recent experience in performing similar work for other governmental clients. We generally have approximately 10+ ERP projects going on at any one time which allows our consultants to maintain currency related to all facets and phases of a software initiative and the ERP software marketplace in general.
- **Industry Recognition:** A recent independent study of the ERP Procurement marketplace in Federal, State and Local Government conducted by Onvia in mid-2014 ranked Plante Moran as the #1 solution provider for ERP procurement services in the country in terms of volume of work performed.
- **Involvement in Complex Software Procurement Transactions:** We have significant experience in working with ERP software solution providers whose solution set involves a complexity of software solutions to meet the entire needs of a large organization. This has translated to involvement in working with clients and the selected vendor in negotiating complex contracts and statements of work. More recently, this has included involvement with clients who are intending to have their entire ERP Solution provided via Managed Services in which Managed Services options have significant variability in what can be provided.
- **Full ERP Lifecycle Involvement:** We have significant experience in leading clients through the complete transition to a new ERP software environment including involvement in providing ERP needs assessment, software selection, contract negotiations, implementation planning and

implementation management assistance. As a result of our significant ERP software implementation experience, we are able to identify lessons learned that translate to activities to be performed during the up-front phases of the project.

- **Completeness of Software Expertise:** As a full-service consulting and accounting firm, we have both depth and breadth in the types of services that we can provide within a single firm. In addition to traditional ERP software selection services, we are able to provide the following set of complementary services that are frequently viewed by our clients as value-add:
 - Business process redesign
 - Internal controls
 - Security
 - IT staff assessments to assist clients in understanding the degree to which their IT organizations have the needed skills and certifications to support a new HRIS software environment
 - Organizational assessments to assist clients in restructuring their organization including staff roles and responsibilities
 - Change management services to assist client staff in the transition from legacy technologies and business processes to more current technology and redesigned business processes
 - Application controls reviews
 - Disaster recovery planning
- **Vendor ERP Software Marketplace Knowledge:** We have extensive knowledge of the ERP software vendor marketplace and system integrator marketplace for those vendors that will be likely providers of software and services to the County. This experience has been gained through a number of activities including work with other clients in selecting and implementing ERP software solutions, participation in conferences in which ERP software vendors are participating (e.g., GFOA annual conference) and proactive meetings with software vendors to understand their latest product and service offerings to governmental clients. The additional benefit to the County is that the vendors are familiar and comfortable with how we manage our system selection projects and are confident that they will receive fair treatment in the process. This should lead to more responsive proposals for the County to consider.
- **ERP Software Tools, Templates and Methods:** Through our 30 years of conducting ERP software selection projects, we have developed a vast repository of tools, templates and methods that provide significant value and stream-lining to an ERP software selection project while ensuring that the integrity and thoroughness of the process is maintained.
- **Independence:** We are completely independent from all providers of ERP software solutions and system integrators. As a result, we will be working with the County to select a Solution that provides the best overall value to the County and its stakeholders.
- **ERP Software Best Practice Identification:** We have extensive knowledge of ERP software-related best practices through involvement in numerous software selection and implementation projects for other governmental clients. Through these projects and through our involvement in governmental operations reviews, we have developed a set of best practices related to execution of the various ERP areas.
- **Risk Mitigation:** Our robust and thorough Solution selection process has resulted in the ability to significantly minimize the client's risk in the implementation phase of the project. Additionally, the thoroughness and self-documented nature of our process has translated to outcomes which are not challenged by the vendors through a formal protest process. This level of thoroughness

has led to minimal change order activity during the implementation resulting in the achievement of project budgets and timeframes for implementation.

- **Client Retention:** The biggest testament to our capabilities and project staff is the desire for our clients to continue using our services after initial software needs assessment/selection or other technology-related project. In our client references section, we will highlight such clients including those that have used our services in multiple instances due to the high degree of satisfaction with the quality of our services and our staff.

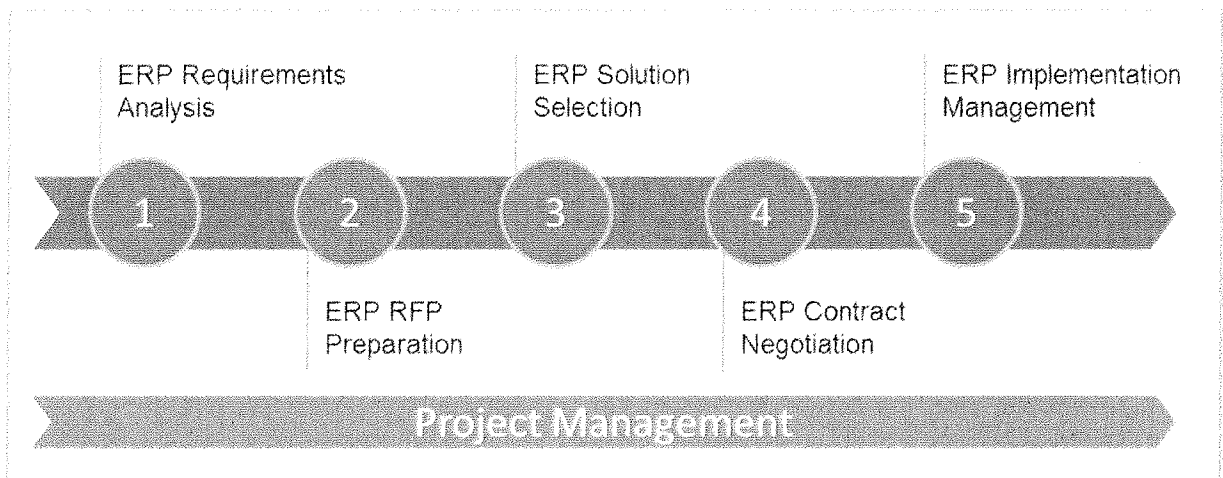
PROJECT MANAGEMENT APPROACH

In general terms describe the scope of service and approach that you would recommend to the County for this project and explain the reasons for your recommendation. If you think that more than one approach would result in a successful outcome for the County, you may describe two (or more) approaches. In doing so, be sure to identify the potential risks and benefits of the various approaches.

Overview of Project Approach

Having performed similar ERP projects for many small, mid-size and large, local units of government over the past 30 years, Plante Moran's seasoned project consultants have developed and refined a proven methodology and set of related tools that are intended to mitigate our clients risk during this complex project by leveraging best practices while incorporating unique client needs. Though our best practice approach, we present the specific tasks to be completed as well as detail the timeline for their completion, highlighting the key project milestones. Our approach consists of engaging our proposed qualified project team to develop, refine and execute a proven project plan, supported by our mature toolkit, to meet the County's expressed project objectives.

Our methodology, includes the following four key phases to assist Boone County with the selection and negotiation of a contract with the selected ERP vendor, as well as an additional *optional* subsequent implementation management assistance phase:



Within each of the above phases, there are optional activities that we can provide based upon the needs of the client and the situation. The greatest variability in services is during system implementation in which we have provided a variety of roles ranging from project advisory assistance to being the actual project manager for the client. As we discuss our workplan below, we will identify such activities for the County to consider.

DETAILED PROJECT APPROACH PROPOSED

Phase 0: Project Management

Phase Objective and Summary of Activities: The purpose of this phase is to conduct activities that are relevant to managing the project and enhancing its success for the County. The major activities to be performed are as follows:

- Facilitate a Project Initiation meeting.
- Develop a Project Organizational Structure that defines staff roles and expectations.
- Develop a Project Charter that provides a framework from which the project will progress and will document all communication approaches for the project.
- Develop a detailed Project Plan identifying the activities, responsibilities and timing of tasks necessary to complete the project which will be utilized as a tool for generating a monthly status report.
- Establish a Project Collaboration Environment to act as a repository for project information
- Conduct periodic status meetings to monitor project progress
- Develop a Change Management Plan

Measurable Objective	Deliverables / Milestones
Manage the defined project to successful completion within budget and on schedule while meeting project goals and objectives.	Project Organizational Structure Project Charter Detailed Project Plan Project Status Meeting Agendas Project Collaboration Center Change Management Plan

1. Conduct Project Initiation

A project initiation meeting will be conducted to introduce the project team, finalize the project scope, deliverables, and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, detailed project plan and regularly scheduled progress meetings. These steps are described below.

2. Define Project Organizational Structure and Identify County Staff for Participation

Our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with the County’s Project Management Team to design a process that will meet the overall needs of the County. As standard practice in our engagements, especially those related to technology and process transformation, we have designed a very collaborative approach to ensure a high probability of success.

During the early stages of the project we suggest creating a cross-functional group of representatives from core departments involved in the process. We would assist the County in identifying the appropriate individual participants during the project initiation meeting facilitated by Plante Moran. This Project Steering Committee will be involved in all aspects of defining system needs, selecting a new system, and creating an environment of collaboration with critical County departments. Through our experience we’ve found that assembling this cross-functional Project Steering Committee builds a strong foundation and working group that continues adding value through implementation.

Following the initial interviews with all County departments, we will refine the project organizational structure based on the anticipated departments to utilize the system. They are noted in our following detailed project work-plan, where appropriate, and are suggested to increase the probability of long-term project success within the County.

3. Develop Project Charter

During project initiation, a Project Charter will be developed that will provide a framework for the following areas of focus:

- Mission Statement
- Project Overview
- Project Objectives
- Business Drivers
- Critical Success Factors
- Guiding Principles
- Project Influences
- Project Scope (both in and out of scope software and services)
- Targeted Milestones
- Project Organizational Structure

The Project Charter will be provided to the County for review and approval prior to significantly commencing project activities. The Project Charter will confirm the scope of the solution to be reviewed through the needs assessment process.

4. Develop Detailed Project Plan

We will work with the County to incorporate the following project methodology into a detailed Microsoft Project Plan that documents major phases, milestones, and work tasks with their due dates. We will work with the Project Steering Committee during this activity to design a Project Plan for the contracted project phases which is appropriate and meets the County's overall priorities.

5. Establish Project Collaboration Center

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for small, mid-size and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of a system selection engagement.

During this activity, we will work with the County to assist in establishing a Project Collaboration Center including design, structure, security and content.

6. Schedule and Moderate Project Status Meetings

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely, or addressed early on, to minimize wasted effort and keep the project on schedule. We will schedule regular conference calls with the County to:

- Report on the status of the Project Plan and timeline;
- Re-schedule tasks as necessary and update Project Plan; and,
- Discuss major open issues and develop strategies to address them.

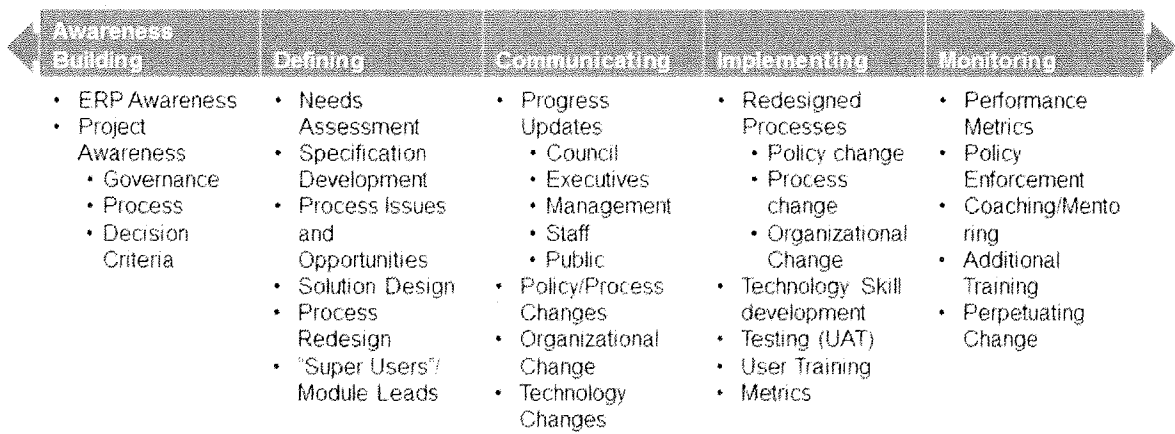
7. Complete a Change Management Plan (Optional)

Nearly all of the ERP projects we are involved with include some element of formal or informal change management activities. These activities are more critical with clients migrating from technologies and processes that date back several years, or have an organizational culture that is more resistant to change.

The Change Management Plan we develop will focus on awareness-building communications and presentations starting at the project kick-off and continuing throughout the project, promoting stakeholder buy-in and involvement from the start. These communications are augmented during interview and specification review sessions, where Plante Moran's experienced consultants will educate County staff and respond to project concerns. Topics include the functional benefits of modern ERP systems and opportunities for business process improvement based on municipal best practices, and is further described in the departmental interviews work step. The project teams will consist of both process owners and process end-users from the client departments so that they would take ownership of the new system and the new processes.

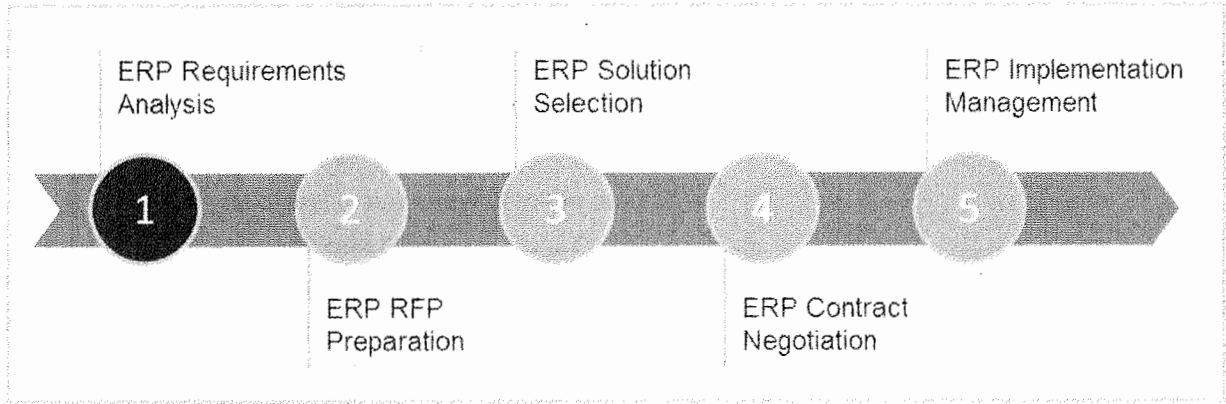
Overall, this plan will contribute to acceptance of both the system and process changes that are eventually implemented. The following visual depicts our change management tools and templates that we have incorporated throughout all phases of previous ERP consulting projects.

Change Management Approach



Plante Moran Change Management Tools and Templates

Phase 1: ERP Needs Assessment



Phase Objective and Summary of Activities: The purpose of this phase is to conduct a needs assessment around process areas relevant to the existing business systems for the purpose of defining the current system, documenting issues and opportunities, as well as the identifying key functional requirements that will be used as part of the process for evaluating proposed solutions.

Activities to be included in this phase are as follows:

- Obtain and review relevant documents to obtain background information on the current and desired environment.
- Assess the County's current technology infrastructure and technical environment.
- Conduct interviews with County stakeholder departments.
- Develop an ERP Needs Assessment Report.
- Review the report with the County Project Steering Committee to make appropriate updates and finalize the report which will be presented to County Management.
- Create an Action Plan

Measurable Objective	Deliverables / Milestones
<ul style="list-style-type: none"> • Understanding of current technical environment. • Established staff expectations on a future environment with a new system. • Knowledge of local government work processes. • Documented business case justifying a new system. 	<ul style="list-style-type: none"> • IT Infrastructure Assessment • Summary of IT Infrastructure for RFP • Stakeholder Interviews • Identified Functional Requirements • Identified Issues and Opportunities • Captured System Inventory • Compiled Interface Requirements • ERP Needs Assessment Report • Recommended Process Improvements • Presentation of Report to County • Create an Action Plan

3. Conduct Departmental Interviews and Establish Functional Needs

After reviewing the documentation collected, Plante Moran will conduct departmental interviews with County staff. The interviews with the departments and business areas impacted by the business systems include both departments who are “process-owners” of County business processes and those who are “process end-users.” During the interviews, we will discuss key business and technological workflows in order to further define the current systems and required system interfaces. We will work with the County to develop an interview schedule that allocates interview time based on the anticipated level of utilization of the new system by each department.

As described in the Change Management Plan section above, engaging the County’s stakeholders through professionally facilitated departmental process discussions promotes a proactive change management approach to ensure stakeholder buy-in throughout the project.

During all of the interviews described above, our experienced consultants focus on ensuring the interviews are both educational and investigative as described below:

- | | |
|----------------------|--|
| Educational | <ul style="list-style-type: none"> • Advantages and disadvantages of a new integrated ERP system vs. “best-of-breed” approach. • Advantages / disadvantages of re-designed and technology-enhanced business processes and best-practices to be considered. • Costs and benefits of technology changes or replacements. |
| Investigative | <ul style="list-style-type: none"> • Documenting integration requirements between applications / technologies. • Confirming hardware and operating system standards. • Functional deficiencies in existing systems. • Diagramming of the current hardware, infrastructure, facilities and software being used by the County’s agencies. • Determining security, facility, communications (LAN/WAN), and other requirements for the new systems. • Identifying staff concerns regarding current operations, data handling redundancies, etc. • Discussing new and/or upgraded technologies staff believes will be of benefit to their department’s operations and to the quality of customer services. • Documenting data conversion requirements to be considered in the RFP. • Identifying staff concerns regarding the ongoing support of legacy systems. • Identifying current technology enhancement initiatives underway and their anticipated objectives. • Identifying current and anticipated data sharing requirements between the County’s agencies, with entities outside of the County, and with customers. |

4. Prepare ERP Needs Assessment Report

Information developed from the previous work steps will be compiled into a draft ERP Needs Assessment Report that will include the following sections:

- **Executive Summary** highlighting the major components of the document.
- **Needs Assessment** highlighting issues and opportunities for each functional area that will be categorized as organization, business process, or technology related. The issues and opportunities section will document current software deficiencies that may be satisfied by a new system.
- **Application Migration Plan** documenting the current systems to be replaced by, considered for replacement by maintained with, or interfaced to the new business system.

- **System Interface Plan** documenting necessary interfaces between the existing enterprise systems and new business system. The plan will also consider potential temporary bridge interfaces required due to a potential phased implementation of the new system.
- **Key Solution Requirements** to be included in the specifications released with the RFP including significant deficiencies of the existing system and unique requirements of the County.
- **Significant Decision Points** for the County to consider during the procurement and implementation of a new system.
- **Organizational and Staff Readiness** section evaluating the preparedness of the County to embark on a County-wide ERP initiative from a technical, business, organizational and operational perspective
- **Initial Identification of Business and Technical Staff Requirements** for both the implementation and on-going support of the implemented ERP solution that includes an aspect of on-going improvement of the County's use of the system post go-live
- **Identification of Pre-Implementation Activities** that the County can undertake to be better prepared for an ERP implementation initiative
- **Initial Projected Costs** to implement and provide on-going support of the ERP solution
- **ERP Marketplace Assessment** that describes and discussed the current municipal ERP environment
- **Recommended Plan of Action** on how to proceed with the acquisition of a new system.
- **Options Analysis** that identifies the options for the County to consider moving forward, an analysis of those options and the recommend option in which to proceed. (optional)

We will confirm the information to be included in the above report at the start of the project including the identification of any additional information.

Upon review and feedback regarding the draft report, we will prepare a final report. In addition, we plan on creating a formal presentation summarizing the results of the study for presentation to the County.

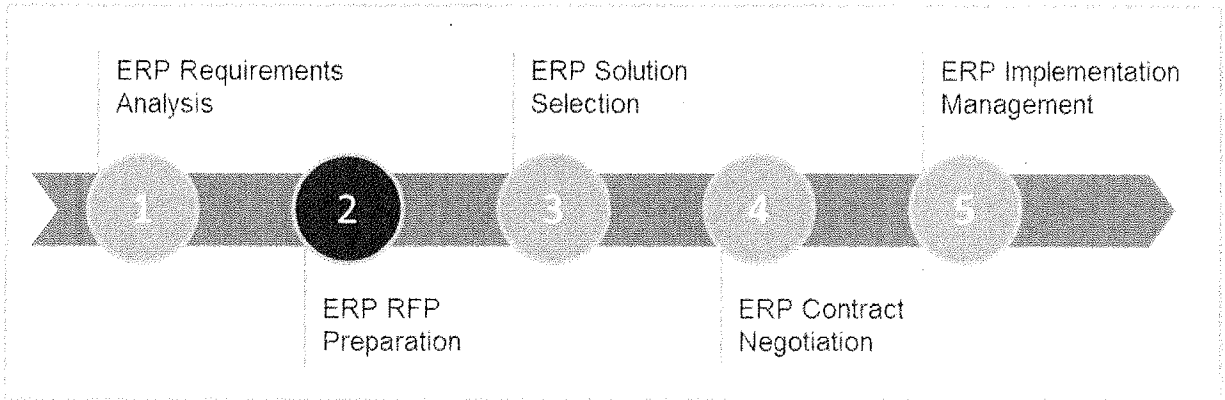
5. Create Action Plan

Plante Moran will include the recommended plan of action in the Needs Assessment Report, including:

- Best-practice business processes and trends in the market to consider;
- Potential risks related to foundational technologies that should be addressed prior to the implementation of a new system;
- Preliminary schedule and phasing for implementing a new system;
- Potential cost estimates for a new system; and,
- Scope for the business system selection.

Once the County accepts the final report, Plante Moran will facilitate a meeting with the project team to finalize the plan's schedule and begin to put it in place.

Phase 2: ERP Request for Proposal (RFP) Development



Phase Objective and Summary of Activities: The purpose of this phase is to develop a Request for Proposal (RFP) for purposes of soliciting responses from vendors who provide software and implementation services for entities similar in size and complexity to the County. This will include the following activities:

- Define Vendor Selection Criteria and Weighting Factors to evaluate vendor responses.
- Define a Decision-Making process that will be used to guide the evaluation and ultimate decision on a selected vendor.
- Develop and finalize software specifications by holding cross functional meetings with County staff.
- Develop a Request for Proposal (RFP) to providers of local government software solutions.

Measurable Objective	Deliverables / Milestones
Develop a Request for Proposal (RFP) that represents the needs of the County.	Vendor Selection Criteria Decision-Making Process Software Specifications Request for Proposal

1. Develop Solution Selection Criteria and Define Decision-Making Process

Our selection approach will enable the County to identify the overall finalist, in conjunction with other due diligence tasks (i.e., reference checks, site visits, and successful contract negotiations). Before proceeding with release of the RFP, the Project Steering Committee should meet to delineate the selection criteria and weighting factors that will be used to analyze Request for Proposal (RFP) responses and additional analysis for the finalist vendors.

The list below illustrates sample criteria and weighting factors we have successfully used to select software solutions for government clients. We will work with the Project Steering Committee to define criteria appropriate to the circumstances and environment of the County. The list also explains how the ranking of RFP responses occurs:

Criterion: Software Specification Compliance

- Response weightings (see section Develop Software Specifications below for further detail) are used to calculate an overall weighted specification compliance percentage for each specification / application module sub-section.

- Relative weightings of specification / application module sub-sections in comparison to one another are used to calculate an overall weighted specification compliance percentage for the entire software solution.
- Compare compliance percentages of each vendor.

Criterion: Vendor Background Questionnaire Responses

- Various point scores assigned to each question and a total score is calculated.
- Compare point scores of each vendor.

Criterion: Costs

- One-time and on-going support costs are tallied.
- Compare costs of each vendor.

Criterion: Professional Services Contract Compliance

- Various point scores assigned to each clause and a total score is calculated.
- Compare point scores of each vendor.

Criterion: Implementation Schedule Compliance

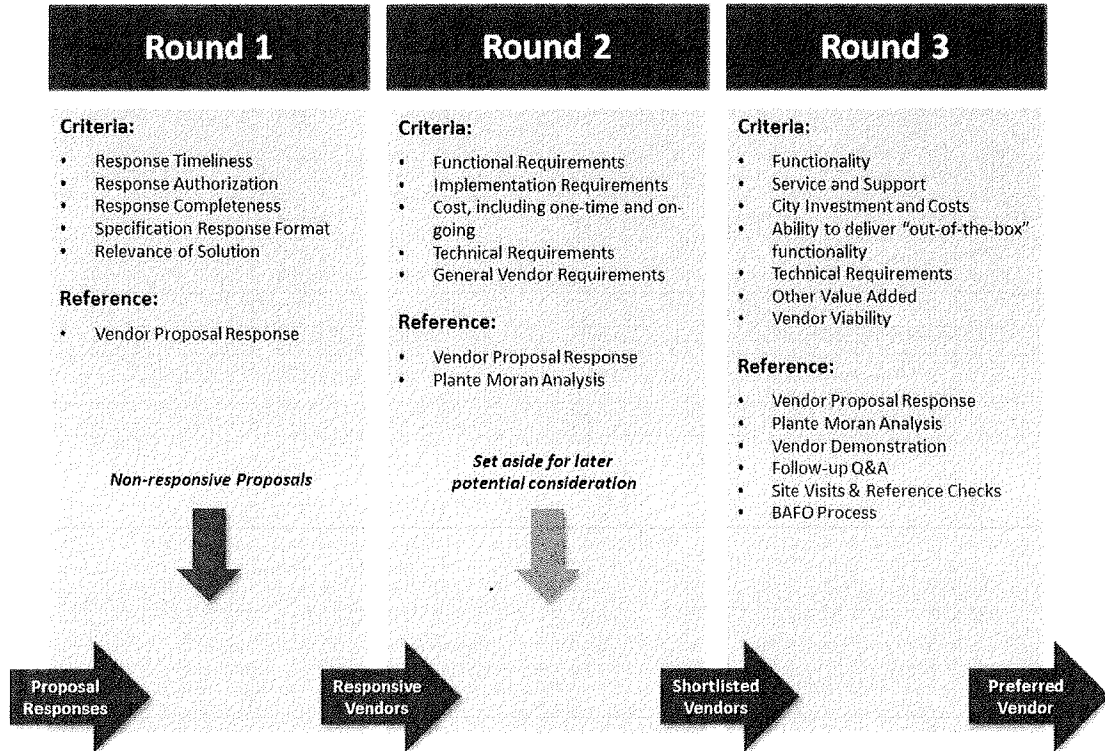
- Various point scores assigned to each due date and a total score is calculated.
- Compare point scores with other vendors' scores.

We typically use a tiered process in which to reach the finalist decision. For example, the County may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., minimum population size of municipality with installation of the current version of their software, bid response does not exceed a particular dollar figure, at least two clients in the state of Florida, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response.

The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive scoring process will be used that is based on the following sources of information:

- Vendor RFP response
- Vendor demonstration(s)
- Reference checking with comparable Cities including potential site visits
- Follow-up demonstrations
- Other due diligence activities (e.g., vendor research, knowledge of vendor in marketplace as noted by other clients or industry analysts)

An example of an overall evaluation flow that we have used with past clients is depicted below:



Categories of criteria and sub-criteria are established along with weightings to conduct an unbiased scoring of the finalist vendors. Scoring of the finalist vendors can be conducted in a group setting with all members of the Project Steering Committee developing a single score or conducted individually by members of the selection who will score vendors in areas that they have comfort in scoring.

There may be situations in which certain members of the Project Steering Committee may not be comfortable with scoring a vendor’s solution (e.g., technical infrastructure in which they do not have knowledge or expertise in that area). The following categories of criteria and relative rankings can be used as a typical example:

- General Vendor 30%
- Functional Requirements 35%
- Technical Requirements 15%
- Other Vendor 15%
- Cost 5%

An Excel template we have used on many client engagements will be used to record the above scores and calculations, allowing for a numerical ranking of the proposed solutions to be calculated. We feel it is important to establish this scoring prior to release of the RFP such that it removes as much bias as possible from the selection process. Additionally, we will normally describe the detailed evaluation process in the RFP itself such that the vendor’s understand how their solution is being evaluated.

2. Develop ERP Software Specifications

As a basis for the development of software specifications, we will leverage existing best practice software specifications that we have developed for ERP system selection projects with government clients of similar size/complexity along with critical and unique specifications and interfaces that were

identified in the Needs Assessment phase. These software specifications, when combined with the County's unique requirements, will form of the County's technical and functional requirements.

The software specifications will then be distributed to the County departments involved in the interview process for review and feedback. Vendors will be asked to review the software specification forms in the RFP and respond accordingly. The vendors' responses will be entered under an Availability column on the forms as follows:

- Y** If specification/report is available as a standard feature of the software
- R** If functionality is available through reports generated using proposed Reporting Tools.
- M** If functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
- F** If functionality is not available now, but will be available in a future release of the software within 1 year
- N** If functionality is not available

A Cost column on the form is used for responses that may result in additional costs to the County.

After draft ERP Software Specifications tailored to the County's unique functional requirements are developed, County staff will review and prioritize each specification to indicate the importance of the specification/report to the County:

H High **M** Medium **L** Low

We will facilitate cross-functional specification review sessions with County staff to refine the requirements, address any questions, and confirm the requirements comprehensively reflect the County's software requirements. Final edits, additions, and deletions to the specifications will be incorporated for use in the RFP. This ensures that feedback is continually sought from users and entrenches their engagement in the process. Further, the cross-functional approach continues to promote the proactive collaboration and change management across County departments throughout the project.

3. Develop Request for Proposal (RFP) Document

We will assist in the development of the development of applicable RFP documents to solicit responses in a format that will ease analysis. The RFP will be tailored to County's unique purchasing requirements and will leverage all information compiled through previous activities, but is minimally expected to include the following:

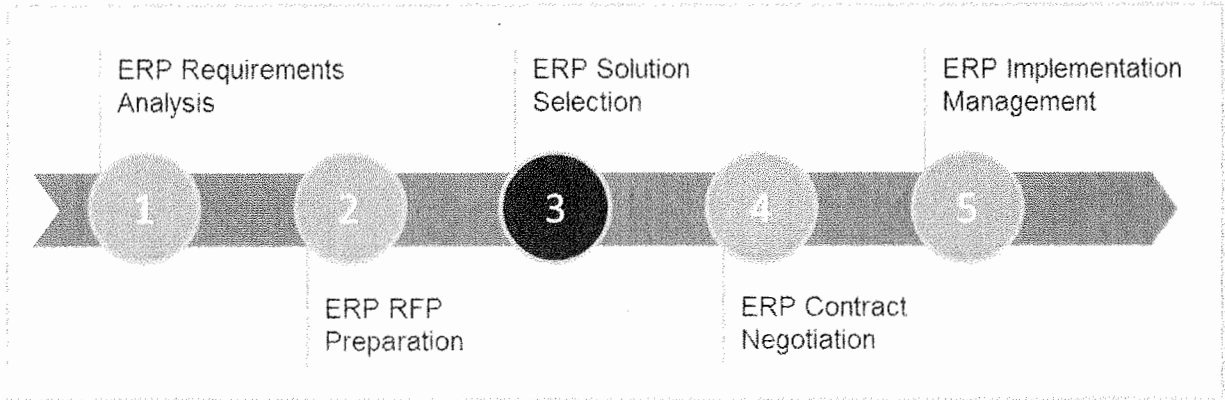
- Background information on the County and the scope of the project, including:
 - Current environment and Technology standards.
 - Operating volumes.
 - Other planned, related County initiatives.
 - Interfaces required.
- A discussion of the timeline and approach being taken by the County to select a finalist software solution, including:
 - Intent.
 - Selection criteria.
 - Timeline.

- Guidelines for software and implementation vendors to submit proposals
 - Proposal response format.
 - Details of Implementation services requested:
 - Project Management.
 - System and operational procedure development.
 - Hardware and software installation.
 - Data conversion.
 - Report development.
 - Integration and interface development.
 - Training for implementation team and end users.
 - Documentation development.
 - Process redesign.
 - On-going support and maintenance services.
 - County contractual terms and conditions.
 - Minimum and recommended hardware.
- Software specifications.
- Various forms for the vendors to complete and return, including:
 - Software and Technical Specifications.
 - Vendor Background Questionnaire.
 - Pricing Summary.
 - Reference Forms.
- Attachments as appropriate.

We will distribute the RFP to the County for review and feedback. We will incorporate all feedback and necessary revisions before the County approves, finalizes and distributes all RFP contents.

During this activity, we will provide consultation to the County Project Manager, Project Steering Committee, and County Purchasing representatives regarding the ERP software marketplace and appropriate distribution protocols including: advertising, bid services, and other methods to solicit responses. We can leverage a comprehensive vendor list which we have compiled throughout many software selection projects to assist the County identify specific vendor candidates who should be notified of the opportunity, if applicable. We maintain a list of vendors and have experience with numerous vendors who provide local government ERP software which we will provide to the County for distributing the RFP.

Phase 3: ERP Evaluation and Selection of Vendor



Phase Objective and Summary of Activities: The purpose of this phase is to conduct activities relative to the review of responding proposals and subsequent due diligence activities leading up to the selection of the preferred solution. This will include the following activities:

- Manage ERP Vendor Q&A prior to the proposal due date
- Assist in responding to vendor questions.
- Manage Participate in vendor pre-bid meeting.
- Analyze proposals and issue report identifying which vendors meet minimum requirements.
- Assist in performing due diligence activities.
- Schedule and facilitate vendor software demonstrations.
- Assist in selecting the preferred finalist vendor.

Measurable Objective	Deliverables / Milestones
Evaluate vendor proposals and determine a vendor shortlist. Perform due diligence activities, including software demonstrations, and facilitate discussions with the County Project Steering Committee to determine a finalist vendor	Vendor Pre-Bid Meeting RFP Addendum Comprehensive Proposal Analysis Semi-finalist Vendors Vendor Follow-up Questions Evaluation & Scoring Templates Vendor Demonstration Scripts and Evaluation Tools Vendor Due Diligence Tools Selected Finalist Vendor Final Selection Process Synopsis

1. Manage Vendor Q&A During Pre-Proposal Due Date Timeframe

We anticipate that County procurement policy would, as is common with many municipalities, require that County staff be the formal key point of vendor contact for the RFP. As a primary resource in the detailed development of the RFP, we would anticipate, along with the County's Project Management Team, having one of the most detailed comprehensive understandings of the overall requirements of the joint-consultant - County project team.

As such, and in accordance with typical municipal procurement practices for RFP's, we would expect that the County's purchasing staff would act as the first line of vendor communication and interaction for a formal written Q&A and proposal clarification process.

Plante Moran would support this activity by working to draft the responses to the County compiled list of vendor questions. We would develop draft responses based on our understanding of the County's expectations established during prior project activities. We would then work with the County to identify the appropriate County resources for any additional or supplemental, review and clarification. As the draft is completed, the County's Project Management Team and potentially the Project Steering Committee will review the draft responses. Feedback will be captured and revisions will be made before the document is finalized and distributed by County purchasing staff either directly or via the bid services based upon methods described in the RFP.

2. Participate in Vendor Pre-Proposal Meeting

We will work with the County to prepare to facilitate a vendor pre-proposal meeting and will work with the County to coordinate the logistics of conducting the meeting. We will also have a debrief discussion with the County team after the meeting and assist with identifying follow up items required to distribute communications or addendum after the meeting.

3. Analyze Proposals and Issue Report on Vendors Meeting Minimum Criteria

Vendors will be instructed to complete the forms in the RFP and return them electronically with their proposals. Through a semi-automated process we have successfully used numerous times, we will tabulate the responses to the ERP software specifications that will be included in the RFP. A percent compliance will be calculated and incorporated into a proposal comparison template we have developed. Our clients have continually expressed that our proposal analysis tools exceed expectations and are invaluable resources to support the overall evaluation process.

When combined with a variety of other comparative criteria gathered from the proposals, the template automatically calculates a blind numerical ranking of each. This eliminates any bias from influencing the selection process

The templates will allow the County to measure each vendor on:

- Conformance with the specifications.
- Software licensing costs (including core and non-core components).
- Hardware purchase costs.
- Implementation, training, conversion, and modification services costs.
- On-going support costs.
- Contract terms and implementation schedule compliance.
- General background criteria (e.g., number of installations, historical financial performance, number of support staff, platforms supported, third-party software requirements, etc.).

As part of this initial analysis, we will assess each of the vendors' solutions and meet with the County to present the comparative proposal analysis. Together, we will use the decision-making process determined above to select the two or three most qualified vendors who may be subjected to the due diligence tasks described in the following work plan tasks.

4. Assist in Developing Vendor Demonstration Materials and Other Due Diligence Templates

We will assist the County in the development of material to use during the vendor demonstration and due diligence activities including:

- Vendor demonstration agenda.
- Letters to send to those vendors who are proceeding forward upon receipt of their RFP responses as well as letters to send to those vendors whose solutions are not being considered based on initial review of their RFP responses.
- Forms to document vendor information during the vendor demonstrations, reference checking and potential site visit processes.
- Vendor demonstration planning and discovery call with each of the shortlisted vendors.

5. Schedule and Conduct Vendor Demonstrations

On behalf of the County, we will prepare and guide how to facilitate the software demonstrations by providing logistic advice, agendas and scripts. The script development will be started when the RFP is distributed and completed prior to the RFP due date. We would also anticipate participating in the first vendor demonstration for up to four days of on-site attendance, such that we can guide the County in the facilitation of the remaining vendor demonstrations. The demonstrations will be held at the County and should include a cross-section of staff from the County. Evaluation forms will also be provided as checklist for scoring each vendor's performance and functionality. We would envision conducting a debrief discussion with the County's Steering Committee members after the demonstrations to review the results of the evaluation.

6. Conduct Additional Due Diligence Activities

In addition to vendor demonstrations, there are a number of activities that the County can undertake to conduct additional due diligence on the finalist vendors including:

- Follow up web-ex sessions from the vendors to clarify or go into more depth on particular areas. These will be facilitated and scheduled by the County.
- We will provide forms to the County to conduct site visits to comparably sized and complex installations to review the installation of the vendor's software. We will provide the County with detailed checklists of issues and items to discuss and score during the site visits. Note that as a result of the demonstrations, it may be possible to eliminate one of the vendors, thereby reducing the number of site visits required.
- We will provide forms to the County for reference checking to assess how well others have adapted the semifinalists' systems to their needs, and identify issues to address during contract negotiations. We have found that having County staff contact their peers at the reference sites results in more productive and informative conversations. As such, we will oversee the reference checking and site visit process, but not perform the checking ourselves.
- The County may conclude to perform other additional due diligence, as necessary to evaluate and consider the value of specific components of the vendor proposals.

While we do not anticipate to participate in the actual due diligence activities, we will guide the County through the due diligence process based on our experience with other similar communities who have completed the selection and implementation process of a new system.

Finally, during the due diligence process, questions for the finalist vendors will be identified to further clarify and understand the solutions that are being proposed. This will start with the initial proposal analysis process and continue throughout the course of due diligence activities. We will assist in the identification of additional questions and provide those to the Project Steering Committee for distribution to the vendors. We would expect that questions will also be derived by the various members of the evaluation teams as well. As part of this question and answer process, we will want to ensure that responses to the questions do not embellish the vendor's proposal response but rather clarifies information that the vendors provided in their response.

7. Assist in the Selection of a Preferred Vendor

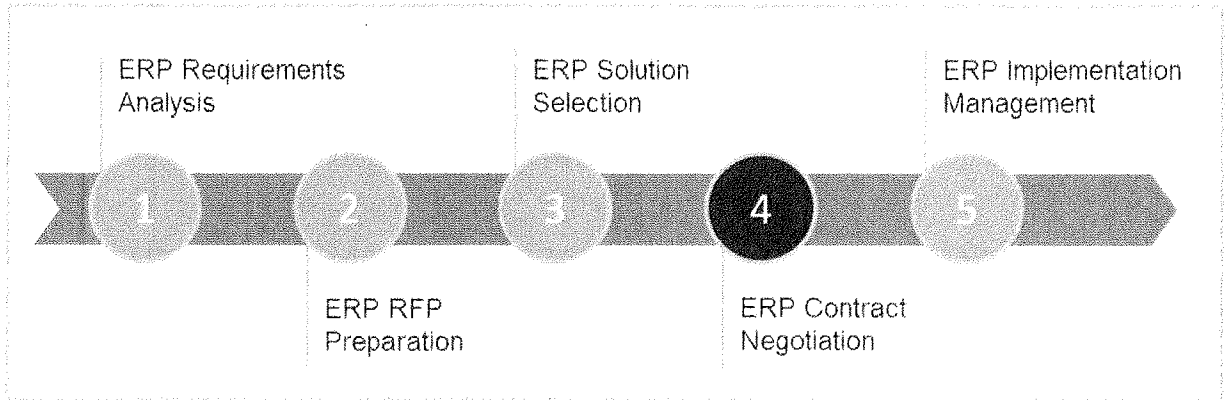
We will meet with the County to review the due diligence information gathered. It is possible that there may be a need to have the final two vendors conduct a final software demonstration to County staff that will focus on very specific areas of review.

In our experience, due diligence activities conducted after vendors have responded to an RFP provide further understanding for the client as to what is being offered by the software vendors as well further understanding by software vendors as to the needs of the client. We would propose that the semi-finalist vendors be requested to provide a clarification response to their original RFP to address specific questions that the County has related to their solution to include a final cost proposal.

Together, based on those demonstrations, vendor proposals and other due diligence activities, we will review and discuss the semi-finalist vendors overall solution and facilitate up to two meetings with the Project Steering Committee to proceed forward with making a decision on a finalist vendor using the decision-making process developed previously. Through leveraging our significant experience assisting public sector organizations with system selection projects, we will demonstrate strong facilitation approaches to independently and objectively assist the Project Steering Committee reach a consensus on the final vendor selection.

Upon the County's request, we will also prepare a synopsis of the entire system selection process and assist the County to present the Project Steering Committee's finalist vendor recommendation to gain concurrence from the County Council to proceed with contract negotiations.

Phase 4: Statement of Work (SOW) and Contract Negotiations



Phase Objective and Summary of Activities: The purpose of this phase is to develop a comprehensive Statement of Work and provide input and support to the County to assist with its negotiation of a contract with the primary selected vendor. This will include the following activities:

- Develop Statement of Work with selected vendor.
- Develop Negotiated Contract with selected vendor, including License and Support Agreements

Measurable Objective	Deliverables/Milestones
Negotiated statement of work and contract that protects the County's financial and legal interests	Statement of Work Sample Contract Language Recommended Contract Edits Negotiated Agreements and Pricing

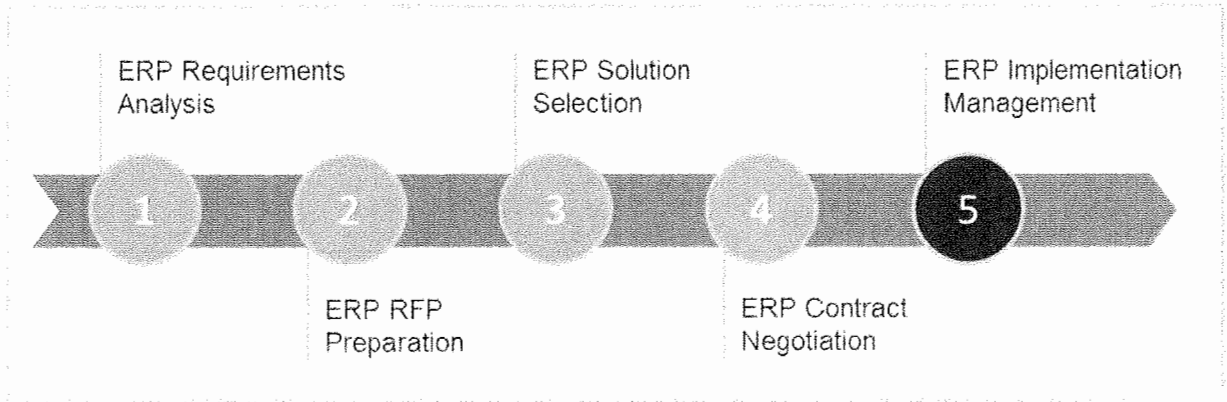
1. Review License, Statement of Work (SOW) and Support Agreements and Participate in Negotiations

We will review the license and support agreements provided by the primary finalist vendor and propose recommended changes to the contract. We will participate with the County via phone in planning the negotiations with the primary finalist vendor. Contractual terms, conditions, and costs will be reviewed with the goal in mind of recommending contract language changes designed to protect the County's long-term interests. A draft of the final license and support agreements will be presented to the County's legal counsel for their review.

Terms and conditions relating to term and termination of the agreements, purchase and support costs, caps on price increases, recourse for non-performance by the vendor, software acceptance criteria, rights to the source code if vendor declares bankruptcy, warranties and incorporation of the vendor's response to the RFP, governing law, insurance coverage requirements, rights to major new releases, payment terms tied to major deliverables, controls over expenses, development of an implementation plan, on-going support criteria, etc., will be reviewed. The County will conduct vendor negotiations and make all management decisions.

During this activity, based on funding availability and preferences, the County will need to determine and conclude on the specific scope of software, services and optional items which it will purchase from the finalist vendor(s). We will also review work the Statement of Work (SOW) developed by the selected software vendor and provide input to the County for consideration before finalizing. Within the SOW we will insist that the vendor provide expected County staffing levels (IT and subject matter experts) throughout the implementation as well as their change management activities.

Phase 5: Installation Management Assistance (Optional)



Phase Objective and Summary of Activities: The purpose of this optional phase is to assist the County in the implementation and acceptance of the selected vendor solution. The timeframe and cost will be dependent upon a variety of factors to be preliminarily determined and finalized in the Statement of Work (SOW) with the selected vendor, including:

- Scope of solution and services selected by the County.
- Availability of County / vendor staff.
- Expiration date of current maintenance contracts; and,
- County's desired implementation approach (i.e., phased versus "big bang").

We would expect to develop an implementation schedule in conjunction with the County's Project Management Team and/or Project Steering Committee as well as the selected vendor during the initiation activities of the project.

During contract negotiations and statement of work development with the selected vendor, we would envision working with the County to define our role and services during system implementation that could include one or more of the following services:

- Project Management Assistance
- Project Management Advisory Assistance
- Contract Compliance
- Accounting Assistance (e.g., COA design)
- Process Redesign
- Change Management Assistance
- PCI Assessment Services
- System Security Review
- Organizational Redesign
- Functional Staff Backfill
- IT and Business Process Controls

1. Project Initiation and Pre-Implementation Planning

As part of the initiation and planning phase of the implementation project, there are a number of project activities that will be performed by the County, the finalist vendor and /or selected consultant, to ensure that a solid foundation for moving forward has been established. The level of consulting implementation effort can vary significantly based upon level client involvement and participation as well as the level of services being provided by the vendor.

We anticipated that we will re-evaluate the required level of effort of support at the conclusion of Phase 4 to best meet the needs of the County.

Activities	Deliverables /Tools
<p>1. Define project organizational structure including roles and responsibilities for the following major project functions:</p> <ul style="list-style-type: none"> • Executive sponsor(s) • Project managers (County, vendor, external project management) • Project steering committee • Process teams • Process team leaders and backups • Communications and Change Management team • Technical team to include following functions: <ul style="list-style-type: none"> ○ System / database administrator ○ Configuration management coordinator ○ Interfaces and modifications coordinator ○ Help desk • Report development • Interfaces development • Training team • Project administration • Data conversion 	<p>Project Organizational Chart</p> <p>Roles and Responsibilities Matrix</p>
<p>2. Develop a implementation phase project charter that is signed by the business champion that will define the following:</p> <ul style="list-style-type: none"> • Project title and description • Project vision • Project manager assigned and authority level • Project objectives • Project constraints • Project influences • Critical success factors • Key project assumptions 	<p>Project Charter</p>

Activities	Deliverables /Tools
<p>3. Develop procedure for updating and reviewing project timeline including:</p> <ul style="list-style-type: none"> • What needs to be updated • Who makes the updates • How frequently are the updates made and reviewed • Who reviews the timeline and where • What reports are generated for review 	<p>Schedule Management Plan Project Timeline</p>
<p>4. Establish expectations of County team member commitment.</p>	
<p>5. Identify methods to handle additional staff workload including:</p> <ul style="list-style-type: none"> • Staff backfill • Comp time • Others 	
<p>6. Procure facility locations for the following purposes:</p> <ul style="list-style-type: none"> • Vendor project management team • Vendor consultant resources • Consulting rooms • Training rooms • Testing area • General meeting rooms 	
<p>7. Procure necessary physical and other resources for the project to include:</p> <ul style="list-style-type: none"> • Personal computers (for training) • White boards • Printers • Office furniture (desks) • Network connections • Network ID and password • SharePoint access • VPN access • Physical security access including badge • Materials and other supplies • Phones • Etc. 	
<p>8. Determine the location of the Project Calendar including:</p> <ul style="list-style-type: none"> • Where the calendar will be located • Who will be able to update the calendar and how 	<p>Project Calendar Project Calendar Coordinator</p>
<p>9. Identify the individual(s) who will be responsible for scheduling of all meetings and facilities on the project.</p>	<p>Meeting and Room Scheduling Coordinator</p>

Activities	Deliverables /Tools
10. Review “lessons learned” from previous projects and those gathered by the client from their previous experiences.	Lessons Learned
11. Develop a list of how the client will define project success (be as specific and tangible as possible with quantifiable measures).	Client Success Characteristics
12. Identify all costs required to implement the system including: <ul style="list-style-type: none"> • Hardware (desktop, server, printers, storage, peripherals, etc.) • Software (application, database, reporting, utilities, etc.) • Communications • Services / staff (training, consulting, process redesign, project mgmt., travel and lodging, etc.) • Other cost areas (facilities, travel for internal staff, technical training for IT staff, admin support, staff overtime, internal staff time, etc.) 	Estimated Budget
13. Determine what costs are going to be tracked and charged to the project and how they will be charged including staff time.	
14. Define the templates, tools and a process for budget monitoring including: <ul style="list-style-type: none"> • What is tracked • Who is responsible for tracking • Where is it tracked • How often is it reported 	Budget Monitoring Tool Cost Management Plan
15. Conduct a project risk assessment session to define: <ul style="list-style-type: none"> • Risk scenario • Risk trigger • Controllability of risk • Probability of risk occurring • Risk impact (quantitative and qualitative) • Mitigation factors • Contingencies if the risk occurs • Risk owner 	Project Risk Assessment Matrix
16. Define a process for acceptance of project deliverables.	Deliverable Acceptance Form
17. Define the templates, tools and a process for tracking issues and action items including: <ul style="list-style-type: none"> • How are action items identified • How and where action items are logged • Who is responsible for tracking and resolving action items • Frequency of reviewing the open action items list and who is involved in the review 	Issues and Action Items Database

Activities	Deliverables /Tools
<p>18. Define the templates, tools and a process for meeting management including:</p> <ul style="list-style-type: none"> • Meeting protocol • Template for documenting meeting minutes • Definition as to how meeting minutes are archived • Definition of how often teams should meet 	<p>Meeting Minutes Summary Form Meeting Protocol Meeting Frequency</p>
<p>19. Define the templates, tools and a process for status reporting including:</p> <ul style="list-style-type: none"> • Who needs to develop status reports • How often are status reports developed • Where and who reviews status reports 	<p>Status Report Template Status Report Frequency</p>
<p>20. Determine who is responsible for the scheduling of rooms and staff for technical and consulting resources and coordinating these activities with the vendor.</p>	<p>Room Scheduling Coordinator</p>
<p>21. Document the following with respect to decision-making on the project:</p> <ul style="list-style-type: none"> • How are decisions to be made • Who needs to review decisions • How are decisions documented 	<p>Decision-Making Log Decision-Making Process</p>
<p>22. Develop a Communications Management Plan that documents the methods for gathering, storing and distributing various types of project information.</p>	<p>Communications Management Plan</p>
<p>23. Develop and implement a Project Collaboration Center:</p> <ul style="list-style-type: none"> • Define information to be tracked • Define structure of collaboration environment • Define collaboration administrator • Implement structure 	<p>Project Collaboration Center</p>
<p>24. Conduct a project kick-off meeting to include the following:</p> <ul style="list-style-type: none"> • Provide an overview of the project including reasons for the project • Describe how the project is organized including roles and responsibilities • Define how success will be achieved • Describe how the project will operate • Define the project timeline 	<p>Project Kick-Off Meeting, agenda and presentation</p>

2. Project Execution and Controlling

Upon completion of the initiation and planning phases of the implementation project, the project will migrate to an execution and controlling phase in which the project tasks defined during the planning phases will be performed. In essence, this phase of the project is where the large majority of activities and time will be spent managing and controlling the project.

Activities	Deliverables /Tools
1. Prepare site for system installation.	
2. Procure hardware.	Procured Hardware
3. Install and conduct hardware configuration.	Installed Hardware
4. Install and conduct software configuration.	Installed Software
5. Acquire, install and configure any other physical items (printers, desktop hardware and software, etc.).	
6. Define and develop Disaster Recovery Plan.	Disaster Recovery Plan
7. Conduct team leads meeting.	
8. Conduct project management status meetings.	
9. Conduct Project Steering Committee meetings.	
10. Conduct ad-hoc meetings, as needed.	
11. Document and archive meeting minutes.	Meeting Minutes
12. Prepare and present project status reports.	Status Reports
13. Track project costs.	
14. Prepare and present budget status reports on the project.	Budget Status Reports
15. Identify processes to be mapped and redesigned.	Processes and sub-processes
16. Conduct process mapping and redesign activities.	Current process maps Redesigned Processes
17. Implement redesigned processes.	Redesigned Processes
18. Execute changes to policies and procedures resulting from process redesign sessions.	Policy and Procedural Modifications
19. Identify major project milestones and how these can be celebrated by the project.	
20. Maintain and manage the Issues and Action Items Log.	Issues and Action Items Log

Activities	Deliverables /Tools
21. Monitor progress related to completion of interface development, report development, data conversion, training, testing and other major components of the project.	
22. Maintain and manage the individual team schedules.	Project Schedule
23. Monitor completion of team homework assignments.	
24. Identify, initiate, review and track change order activity.	
25. Prepare project communications.	
26. Resolve project issues.	
27. Monitor compliance of vendor(s) to their contract(s).	
28. Monitor the overall status of the project and raise issues to the appropriate level within the project.	
29. Review and comment, as needed, on the overall project timeline.	
30. Monitor and report on project risks.	
31. Review and approve/deny all vendor invoices.	Vendor Invoices Memo of Approval/Denial
32. Define testing processes to conduct to include: <ul style="list-style-type: none"> • Static environment testing • System testing • Stress testing • User acceptance testing • Integration testing 	
33. Conduct data conversion clean-up.	Converted Data
34. Develop a transition strategy.	Transition Strategy
35. Develop and execute go-live checklist.	Go-Live Checklist
36. Define vendor support requirements both on-site and off-site for the go-live period and shortly thereafter. This would include support for integrated third-party products.	
37. Go-Live.	

3. Project Closing and Post Implementation Support

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system.

Activities	Deliverables / Tools
1. Identify post-implementation team activities that still require resolution.	
2. Define vendor post go-live support requirements both on-site and offsite.	
3. Transition Outagamie County from implementation to support.	
4. Develop a transition plan from the vendor to the client.	Transition Plan
5. Determine who will maintain issues log for each of the teams and at a PMO level.	
6. Become involved in the vendor's user group.	
7. Conduct debriefing sessions on the product and services portion of the project.	

PROPOSED STAFF

Describe your company's general model for assigning staff and for managing staff workload and performance. Describe the proposed project team including each member's qualifications and previous experience in projects of this type. In addition, provide information regarding actual turnover of staff assigned to governmental engagements over the past 5 years. Describe specific strategies and procedures your company uses to mitigate the negative impact of such staff turnover.

Our staffing approach is designed to assign personnel to areas of the project where their expertise is required. Communication, involvement and teamwork characterize our management philosophy and are extremely important on this project internally and with the City. Specifically, our project-staffing plan is carefully tailored to assure that project team members are assigned tasks closely aligned to their experience and capabilities. With this management orientation, we believe that all project tasks can be effectively achieved and any issues or problems can be resolved effectively and expediently, resulting in the successful accomplishment of the project objectives. In addition, we will assure that all team members will be available for the duration of the project, especially those in key positions such as the overall Project Manager. All of the proposed consultants are employees of Plante Moran and have extensive experience in conducting similar work for other municipal clients

In terms of staff turnover on engagements over the last five years, there have been a very limited number of situations in which staff have departed from the firm or group for various reasons or staff have joined the firm. In all of these situations, we have worked to ensure that there is a proper turnover of responsibilities such that the impact to the client is mitigated. For example, an individual within our group will be transitioning to another practice within the firm in which he will be launching a major new service area for our clients. In this case, he had two clients in which he was the overall Project Manager. Here were the steps that we performed to ensure that the transition for the client was as smooth as possible:

- Identified a resource individually that was as qualified or more qualified than our PM in continuing to serve the client
- Once identified, we conducted an internal meeting between myself, the current PM and the new PM to discuss the current client situation and project status including the review of pertinent project documentation on the project SharePoint site
- Developed a very specific transition plan for each of his clients to include:
 - Introduction to the client and key stakeholders of the new resource as part of an introductory call
 - Provided a resume and references for the client to contact for the new PM resource
 - Had the existing PM and the new PM participate in status calls together over a period of time
 - In order to develop a rapport between the client and the new PM, we had the new PM visit the client along with the existing PM for a couple of days that was consistent with our planned on-site time to ensure face-to-face contact prior to completion of the transition
 - Conducted follow-up with the client contact over the next few weeks to ensure that there were no issues with the transition
- Even after the transition, the former PM is available to the new PM to answer in any questions
- In both cases, we did not bill the client for the ramp-up time to bring on the new PM resource
- In both cases, the client was very pleased with the transition process and the level of competency of the newly assigned PM

The grid below identifies the proposed staff, their role on the project and relevant experience in which they have provided ERP consulting services for other similar governmental clients. Additional details on each of the staff are included in their resumes.

Staff	Role	Relevant Experience
E. Scott Eiler Partner	Project Director Overall responsibilities for ensuring that all project tasks are completed within schedule and budget and that all project deliverables meet the required quality standards.	St. Louis County, MO City of Columbia, MO Horry County, SC Broward County, FL Waukesha County, WI
Tracey Rau Senior Manager	Project Manager Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards. Will be involved in the project initiation tasks, change management, interviews, process mapping, needs assessment, RFP development, proposal analysis, vendor selection, statement of work development, and contract negotiations.	City of Columbia, MO City of Independence, MO St. Lucie County, FL City of Pueblo, CO City of North Miami Beach, FL
Dale Vanderford Manager	Technical Adviser Will lead the assessment of the current infrastructure for the Needs Assessment and RFP as well as assist with the process mapping and technical requirements.	Broward County, FL City of Columbia, MO Muskegon County, MI City of Colorado Springs, CO Numerous projects as IT Director for Washtenaw County, MI
Natalie Schwarz Manager	Project Consultant Assist in the interview process and compilation of the project needs assessment, system requirements definition, RFP development and vendor proposal analysis.	Milwaukee County, WI Montgomery County, TX Village of Glencoe, IL St. Louis County, MO
Brian Pesis Senior Consultant	Project Consultant Assist in the interview process and compilation of the project needs assessment, system requirements definition, RFP development and vendor proposal analysis. Will also facilitate vendor demos.	City of Roswell, GA Cuyahoga County Public Library, OH City of Bismarck, ND City of Independence, MO
Stephen Morrison Consultant	Project Consultant Assist in the interview process and compilation the project needs assessment, system requirements definition, RFP development and vendor proposal analysis.	County of St. Lucie, FL Routt County, CO City of Grand Rapids, MI Town of Manchester, CT City of Casper, WY Miami-Dade County, FL



Scott Eiler, PMP

Partner
Management Consulting

SUMMARY OF EXPERIENCE

Scott has over twenty-five years' experience assisting clients with various technology related needs and twenty years specifically devoted to serving governmental clients at the local, County and State level. He has extensive experience in providing numerous technology services for governmental clients including technology planning, technology assessments, system selection, IT organizational evaluations, and quality assurance and implementation management assistance. He is also a champion within the firm on the development and education of staff on project management theory, tools and techniques.

ENGAGEMENT DIRECTOR

Scott will serve as the Engagement Director on the project ensuring the overall quality and completeness of activities to be performed and deliverables to be provided on the project.

SELECTED KEY CLIENTS

- Broward County, FL
- Calhoun County, MI
- Dane County, WI
- Miami-Dade County, FL
- DuPage County, IL
- Gwinnett County, GA
- Hancock County, OH
- Horry County, SC
- Johnson County, KS
- Kent County, MI
- Lake County, IL
- Oakland County, MI (numerous projects)
- St. Louis County, MO
- Waukesha County, WI (numerous projects)
- Urbana & Champaign Sanitary District, IL
- City of Cleveland, OH
- City of Battle Creek, MI
- City of Elgin, IL
- City of Kalamazoo, MI
- City of Chicago, IL
- City of Carrollton, TX
- City of Hallandale Beach, FL
- City of Mesa, AZ
- City of North Miami Beach, FL
- City of Ann Arbor, MI
- City of Miramar, FL
- City of Columbia, MO
- Town of Jupiter, FL
- City of Midland, MI
- City of Owensboro, KY
- City of Chandler, AZ
- Charter Township of Shelby, MI
- Central Ohio Transit Authority, OH
- State of Michigan (numerous projects)

EDUCATION

Master of Business Administration
University of Michigan

Bachelor of Science in General
Engineering
University of Illinois

PROFESSIONAL TRAINING & AFFILIATIONS

Public Technology Institute (PTI)

Government Finance Officers
Association (GFOA)

Florida Government Finance
Officers Association (FGFOA)

Project Management Institute (PMI)

Project Management Professional
(PMP) since 2003

ITIL V3 Foundation Certified

Prosci Change Management
Certified



Tracey Rau

Manager
Management Consulting

SUMMARY OF EXPERIENCE

Tracey has more than thirty years of detailed experience with ERP systems in a multitude of roles and responsibilities. Tracey has worked exclusively in the municipal sector for more than twenty six years. She has acted as the support manager for a financial management application software system managing all aspects of the team responsible for programming and product support. She has been an implementation consultant taking key responsibility for successfully implementing software for many municipal customers. Additionally, she was instrumental in managing the design, development, testing, and deployment of data conversion tools and approaches between software applications to assist clients with their migrations. Through this time, she has gained significant experience in various municipal functions including Financial Management, Utility Billing, Planning & Zoning, Permits, Code Enforcement, Business License, Fleet Management, Work Orders, Facilities, Taxes, Assessing, Special Assessment, and others. At Plante Moran, Tracey's focus is on serving her government clients with needs assessment, system selection, implementation management and technology planning projects which includes the operational impact of implementing new systems. She currently serves as the Chairperson of MGFOA's Technology Resource Committee.

EDUCATION

Bachelor of Arts, College of Business
Michigan State University

PROFESSIONAL TRAINING & AFFILIATIONS

Government Finance Officers Association (GFOA)

Florida Government Finance Officers Association (FGFOA)

California Society of Municipal Finance Officers (CSMFO)

Michigan Government Finance Officers Association (MGFOA)

- Standards Committee Board member for 2005 – 2006
- Technology Resource Committee Board member for 2009 – 2014
- Technology Resource Committee Chairperson for 2014 – present

PROJECT MANAGER

Tracey will provide expertise with respect to the project needs assessment, business process evaluations, requirements definition, vendor proposal analysis, vendor due diligence, statement of work development and implementation management.

SELECTED KEY CLIENTS

- City of Independence, MO
- Broward County FL
- City of Detroit, MI
- City of Long Beach, CA
- City of Miramar, FL
- Borough of State College, PA
- Muskegon County, MI
- City of Cleveland, OH
- City of East Lansing, MI
- City of Flagstaff, AZ
- City of Warren, MI
- Washington Township, MI
- City of Columbia, MO
- City of Pueblo, CO
- City and Parish of Baton Rouge, LA
- City of Roswell, GA
- County of St. Lucie, FL
- City of Oakland Park, FL
- Town of Jupiter, FL
- City of Farmington, MI
- City of Flint, MI
- City of Asheville, NC
- City of Greenville, NC
- Mid-Am. Regional Council, MO
- Village of Mt. Prospect, IL
- City of St. Charles, MO
- Village of Union City, MI
- City of Cooper City, FL
- County of Genesee, MI
- Numerous municipal clients as a software implementer



Dale Vanderford

Manager
Management Consulting

SUMMARY OF EXPERIENCE

Dale has over fifteen years' experience assisting public sector clients customers with various technology related needs. He has extensive experience in providing numerous technology services for government including technology assessment, technology planning, needs assessment, selective sourcing, system selection, IT organizational evaluations, infrastructure design, and implementation management. He was Director of Technology and Operations for Washtenaw County, Michigan and spent 2 years implementing and managing the consolidation of the network infrastructure teams and data centers for Washtenaw County and the City of Ann Arbor. During Dale's tenure in the department, it consistently received national accolades, including several consecutive year appearances on the Digital Counties Survey and two consecutive years on CIO Magazine's Top 100 IT departments list. Recently, Dale spent a year on assignment with the City of Fayetteville, AR, serving as their interim CIO and implementing systems, departmental procedures, controls, and dashboards resulting in exceptionally high customer satisfaction.

PROJECT CONSULTANT

Will lead the assessment of the current infrastructure for the Needs Assessment and RFP as well as assist with the process mapping and technical requirements.

SELECTED KEY CLIENTS

- City of Fayetteville, AR
- City of Ogden, UT
- City of Colorado Springs, CO
- Borough of State College, PA
- City of Carlsbad, CA
- County of Ottawa, MI
- County of Muskegon, MI
- County of Oakland, MI
- City of Peoria, AR
- City of Madison Heights, MI
- County of Macomb, MI
- Circuit Court of Macomb County, MI
- County of Broward, FL
- City of Colorado Springs, CO
- Numerous projects as IT Director for Washtenaw County

EDUCATION

Bachelor of Science in
Communications Technology
Eastern Michigan University

PROFESSIONAL TRAINING & AFFILIATIONS

Specialized Training: Effective
Communications and Human
Relations, Dale Carnegie, Ann
Arbor, MI, 2006

Former Board Member,
Washtenaw County Homeland
Security Local Response Team

Member, CIO Council, Public
Technology Institute, Washington,
D.C.

Former Member of Board of
Directors, Washtenaw
County/EMU Legal Resource
Center, Ann Arbor, MI



Natalie Schwarz

Consulting Manager
Management Consulting

SUMMARY OF EXPERIENCE

Natalie has over six years of professional service experience consulting and implementing systems for a wide range of clients and industries. Natalie has a rare combination of experience including large scale project management, service line process development, and ERP/tax systems software selections and implementations. She has extensive experience in developing business requirements, business process reviews, and gap analysis along with detailed system analysis, design, development and implementation. In addition, Natalie has successfully guided clients through the vendor selection process, including facilitating workshops and vendor demos, development of requests for proposals (RFP's), evaluating vendor responses, analyzing costs, identifying best fit solutions, drafting contracts, and conducting post-implementation evaluations.

PROJECT CONSULTANT

Project Consultant who will facilitate departmental interview sessions, document functional gaps in the current solution, develop business requirements, perform proposal analysis activities, and support other project activities described in the scope of work.

KEY CLIENTS

- Milwaukee County, WI
- Montgomery County, TX
- Village of Glencoe, IL
- St. Louis County, MO

Non public sector clients

- Avis Budget Group
- Biogen
- Brown-Forman
- Catholic Health Initiatives
- Corn Products International
- Cummins
- Dell
- Ecolab
- Equinix
- Express Scripts
- First Solar

EDUCATION

Bachelor of Finance & Accountancy,
Illinois State University

CERTIFICATIONS AND AFFILIATIONS

Certified, Thomson Reuters Indirect
Tax OneSource

Certified, Vertex O Series

Certified, Oracle R12 E-Business Tax



Brian Pesis

Senior Consultant
Management Consulting

SUMMARY OF EXPERIENCE

Needs Assessments: Performs analyses of municipality enterprise systems with a focus on current business needs, as well as best practices. Identifies issues in the current environment and opportunities for improvement, as part of recommendations for the future.

Software System Selections: Experience conducting interviews with departmental leaders and end users to gain more information about current operations and software functionality, as well as gaps that translate into future system requirements. Experience with RFP development, proposal analysis, system selection, and due diligence for Enterprise Resource Planning (ERP), Customer Information (CIS)/ Utility Billing (UB), and Enterprise Asset Management (EAMS) systems.

IT Organizational Assessments: Performs analyses of the current state of IT operations, systems, people, and effectiveness. Creates documentation of findings, as well as working to create recommendations to be implemented moving forward in the optimal environment.

EDUCATION

Bachelor of Business Administration,
Ross School of Business
University of Michigan

SELECTED PRESENTATIONS

Creating an Enterprise View of Asset Information at the City of Arvada, CO:
APWA Colorado Chapter Conference
2015

PROJECT CONSULTANT

Will provide expertise in areas of the project needs assessment, system requirements definition, and vendor proposal analysis.

SELECTED KEY CLIENTS

- City of Arvada, CO
- City of Kentwood, MI
- Village of Park Forest, IL
- Town of Longboat Key, FL
- City of Independence, MO
- City of Roswell, GA
- Cuyahoga County Public Library, OH
- City of Bismarck, ND
- Santa Margarita Water District, CA
- County of St. Lucie, FL



Stephen Morrison

Consultant
Management Consulting

SUMMARY OF EXPERIENCE

Stephen began working with technology in the public sector in 2014, taking on a development and operations role with a vendor whose cloud-based permitting and licensing solution services 70 communities nationwide. During his time there, he took part in numerous implementations of the software, engaging personnel across municipal departments to ensure client specifications were properly translated into project deliverables. Stephen has consulted with clients on the optimization of workflows for permits, licenses, inspectional services, and code enforcement, and has experience with Microsoft Azure Cloud and SQL Server.

EDUCATION

A.B. in Chemistry with Secondary
in Computer Science
Harvard University

PROJECT CONSULTANT

Project Consultant who will facilitate departmental interview sessions, document functional gaps in the current solution, develop business requirements, perform proposal analysis activities, and support other project activities described in the scope of work.

SELECTED KEY CLIENTS

- Routt County, CO
- CRCOG (Capital Region Council of Governments), CT
- Town of East Windsor, CT
- Town of Manchester, CT
- City of Meriden, CT
- City of New Haven, CT
- Town of North Haven, CT
- City of Stamford, CT
- Town of Wethersfield, CT
- Town of Andover, MA
- City of Fitchburg, MA
- Town of Northborough, MA
- Town of Middletown, RI
- Town of South Kingstown, RI
- City of Casper, WY

PRICING MODEL

The County will determine the scope of services and negotiate a fee with the selected firm. If the County is unable to negotiate acceptable terms with the selected firm, the County reserves the right to negotiate with other qualified firms. To assist the County in understanding the various pricing models applicable to the scope of services contemplated in this RFQ, provide one or more pricing options correlated to the approach(s) that you recommend above (a la carte pricing, fixed/not-to-exceed pricing, pricing per phase, etc.).

For the procurement phase of the project to include Needs Assessment, RFP Development, Solution Selection and Contract Negotiations we anticipate developing a scope of work with the County to include defined roles and responsibilities between the County and Plante Moran. Based on the results of that effort, we will then provide a fixed price cost for that phase of the project.

During system implementation, the most common approach is one in which we would work with the County to define the level and type of services required. Based on that, we will provide a “bucket of hours” for the duration of our involvement that includes a monthly allocation of hours based on our history of providing similar services during system implementation. On a monthly basis, we will report out to the County estimated versus actual hours on a monthly and cumulative basis in order to manage our involvement with the County. The cost for this phase of the project is a not-to-exceed that is based on the number of hours multiplied by the hourly rate that is inclusive of all travel and incidental expenses. This approach is one that we have employed on a number of ERP implementation engagements to include our current work with the City of Columbia on their ERP implementation.

REFERENCES

Provide five (5) references of previous projects where an RFP was developed for an organization similar in size, scope, and function to Boone County. Include:

- Entity name and location
- Contact information
- Project scope
- Project schedule (start date, completion date, and other important milestone dates)
- Selected ERP solution and cost (identify various components and amounts for each: software solution, installation, data conversion, training, annual support, etc.)
- Scope of ERP consulting services provided and cost of services (indicate pricing model used and identify amounts for various cost components if other than fixed/not-to-exceed pricing)
- Names of assigned staff and each person's role and responsibility on the project; indicate if there was turnover in staff assignments during the project and if so, describe how it was handled

The project referenced must be fully completed. Partially completed projects or projects currently underway should not be included in the five (5) although they may be provided as additional references.

As noted in the County's RFP, the County's total operating and capital budget is approximately \$81M with approximately 520 FTEs. When considering comparable references to provide in response to the RFP we factored in the following criteria:

Criteria	Horry County, SC	City of Columbia, MO	Livingston County, MI	City of Pinellas Park, FL	St. Louis County, MO
County-based organization (i.e., similar function)	X		X		X
Custom-developed legacy system	X			X	X
Proximity close to the County		X			X
Similar scope	X	X (including Community Development)	X (including Community Development)	X (including Community Development)	
Similar size				X	
Similar services requested	X	X	X	X	X

If additional detailed references are required, we would be able to provide them. Understanding that the County may be seeking detailed information on other ERP procurements to determine a potential budget for implementation of a new system, we would likely provide additional references using City-based organizations as we have serviced a number of municipal clients with budgets that are comparable to that of the County.

Horry County, SC

Mr. Barry Spivey
Finance Director
Government & Justice Center
1301 Second Avenue
Conway, SC 29526
843.915.7018
spiveyb@horrycounty.org

Financial Technology Systems Needs Assessment and Selection

Conducted a comprehensive financial system needs assessment for the County including Financials, HR/Payroll, Timekeeping and Tax functional areas. Activities included conducting of departmental and cross-functional interviews with County staff and development of a needs assessment report. Subsequent to this phase of the project, we were engaged to conduct both an ERP and Tax System Selection including statement of work and contract negotiations assistance.

Project Schedule: February 2012 – January 2014

Solution Selected: Tyler/Munis, Sympro, Kronos, VSI, Adobe

Solution Costs:

- License fees: \$1,031,175
- Hardware: \$8,150 (Majority procured by County)
- Services: \$1,502,483
 - Total: \$2,541,808

Project Staff:

- Eiler (Project Manager)
- Hoose (Project Consultant)
- Moshier (Project Consultant)

Project Fees: \$150,000 (Fixed price)

ERP Implementation Management Assistance

Subsequent to selection of the ERP system, we were engaged to provide implementation management assistance associated with deployment of the selected ERP.

Project Schedule: June 2014 – September 2015

Project Staff:

- Eiler (Engagement Director)
- Casler (Project Manager/Project Consultant)

Project Fees: \$200,000 (Not-to-exceed)

No staff turnover during selection or implementation phase.

City of Columbia, MO

Mr. Ron Barrett
ERP Project Manager
701 E. Broadway
P.O. Box 6015
Columbia, MO 65201
Ron@GOColumbiaMO.com
573-874-7371

ERP Needs Assessment, System Selection and Implementation Management Assistance

Conducted a comprehensive Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace legacy applications within multiple lines of business within the City. This project included conducting of interviews with process owners and process end-users, development of an ERP RFP, proposal analysis, due diligence assistance and contract negotiations and statement of work development with the selected ERP vendor.

We are currently assisting the City in providing implementation management assistance associated with deployment of the various vendor solutions.

Project Timeline: May 2012 – Present

Solution Selected: Tyler/Munis, Sympro, Kronos, Advanced Utility Systems

Solution Costs:

- License fees: \$1,820,216
- Hardware: \$53,746
- Services: \$2,870,395
 - Total: \$4,744,357

Project Staff:

- Eiler (Project Manager, Engagement Director)
- Rau (Project Consultant)
- Cunliffe (Project Consultant)
- Moshier (Project Consultant)
- Casler (Project Consultant)
- Vanderford (Project Consultant)
- Blough (implementation)

Project Fees:

- Selection Phase: \$250,360 (Fixed Cost + expenses)
- Implementation Phase: \$338,800 (Not-to-exceed)

No staff turnover on the project during selection or implementation phase.

Livingston County, MI
150 South Highlander Way
Howell, MI 48843

Ms. Cindy Catanach
Financial Officer
517.540.8727
ccatanach@co.livingston.mi.us

Ms. Jennifer Nash
County Treasurer
517.546.7010
jnash@co.livingston.mi.us

ERP System Selection and Implementation Management Assistance

Conducted a comprehensive Enterprise Resource Planning (ERP) system selection project for the County to replace legacy applications within multiple lines of business within the County. This project included conducting of interviews with process owners and process end-users, development of an ERP RFP, proposal analysis, due diligence assistance and contract negotiations and statement of work development with the selected ERP vendor. Assisted the County in the implementation of the selected ERP solution by providing project management assistance.

Project Timeline: April 2012 – January 2015

Solution Selected: Tyler/Munis

Solution Costs:

- License fees: \$210,860
- Hardware: Procured by County
- Services: \$283,075
 - Total: \$495,585

Project Staff:

- Warner (Project Manager)
- Moshier (Project Consultant)
- Chalasani (Project Consultant)

Project Fees:

- Selection phase: \$98,400 (Fixed price)
- Implementation phase: \$133,000 (Not-to-exceed)

Permitting System Evaluation and Selection

Assisting the County with a permitting system selection project. This project includes conducting of interviews with process owners, development of a permitting system RFP, proposal analysis, due diligence assistance and contract negotiations and statement of work development with the selected ERP vendor.

Project Timeline: February 2015 – Present

Solution Selected: BS&A (in contract negotiations)

Project Staff:

- Moshier (Project Manager)
- Pesis (Project Consultant)

Project Fees:

- Selection phase: \$39,000 (Fixed price)

No staff turnover on the project during selection phase.

City of Pinellas Park, FL

Mr. Dan Speaker
IT Administrator
City of Pinellas Park
5141 78th Ave
Pinellas Park Fl. 33781
dspeaker@pinellas-park.com
727.541.0720

ERP Needs Assessment System Selection

Conducted an Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace in-house developed legacy applications within multiple lines of business within the City. This project included conducting of interviews with process owners and process end-users, development of an ERP RFP, proposal analysis, and due diligence assistance. Also assisted the City with contract negotiations and statement of work development with the selected ERP vendor.

Project Timeline: May 2013 – March 2015

Solution Selected: Tyler/Munis, Kronos/Telestaff

Solution Costs:

- License fees: \$422,712
- Hardware: Procured by City
- Services: \$957,328
 - Total: \$1,380,040

Project Staff:

- Eiler (Engagement Director)
- Moshier (Project Manager)
- Blough (Project Consultant)

Project Fees: \$74,760 (Fixed price)

ERP Implementation Management Assistance

Subsequent to selection of the ERP system, we have been engaged to provide implementation management assistance associated with deployment of the selected ERP.

Project Timeline: March 2015 – Present

Project Staff:

- Butler (new Project Manager)
- Eiler (Engagement Director)
- Moshier (original Project Manager)

Project Fees: \$256,200 (not-to-exceed)

New Project Manager transitioned in during system implementation.

St. Louis County, MO

Ms. Jennifer Keating

ERP Manager

7900 Forsyth

Clayton, MO 63105

314.615.5044

jkeating@stlouisco.com

County Population (2013): 1 million

ERP Needs Assessment, Solution Selection and Implementation Management Assistance

Assisted the County in conducting an ERP needs assessment and system selection to replace legacy applications with a new, integrated ERP solution including all areas of financials and HR/payroll. Subsequent to completion of the selection phase of the project we then assisted the county in the implementation of the selected ERP solution that was completed on-time and within budget. We then assisted the County by providing post-implementation support activities including expanding deployment of the selected solution.

Project Timeline: April 2007 – February 2010

Solution Selected: Tyler/Munis, eSchoolMall

Solution Costs:

- License fees: \$1,680,013
- Hardware: \$547,115
- Services: \$4,529,788
 - Total Costs: \$6,756,916

Project Staff:

- Rujan (Engagement Director)
- Eiler (Project Manager)
- Andrysiak (Project Consultant)
- Frankland (Project Consultant)
- Warner (Project Consultant)
- Hoose (Project Consultant)

Project Fees:

- Selection Phase: \$343,440 (Fixed price)
- Implementation Phase: \$506,560 (Not-to-exceed)

No staff turnover on the project during the project.

PLANTE MORAN TERMS AND CONDITIONS

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Agreement

This Professional Services Agreement is part of the engagement agreement for our consulting services dated <Date> between Plante & Moran, PLLC (referred to herein as “PM”) and County of Boone (referred to herein as “the County”).

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the County acknowledges that the County is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. The County has designated (to be assigned by the County), to oversee the services PM will provide.
2. **Nature of Services** – PM’s project activities will be based on information and records provided to PM by the County. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any the County financial statements or any other items, including the County’s internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If the County requires financial statements or other financial information for third-party use, or if the County requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the County agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the County. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform the County of any such matters that come to PM’s attention.

3. **Use of Report** – At the conclusion of PM’s project activities, PM will provide the County with a written report as described in this engagement agreement. PM’s report will be restricted solely to use by management of the County and the County agrees that PM’s report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of the County. PM will have no responsibility to update PM’s report for any events or circumstances that occur or become known subsequent to the date of that report.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the County, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the County, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of the County.

In the interest of facilitating PM’s services to the County, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, the County recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both the County and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the

County in a timely manner of such request and to cooperate with the County should the County attempt, at the County's cost, to limit such access. This provision will survive the termination of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the County's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in our possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The County acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the County. In order to enable these service providers to assist PM in this capacity, the County, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the County's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The County's consent shall be continuing until the services provided for this engagement agreement are completed.
6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the County personnel providing PM staff the assistance necessary to satisfy the County responsibilities under the scope of services. This assistance includes availability and cooperation of those the County personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incur as a result of rescheduling its work.

PM will advise the County in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work. The County agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. The County acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
9. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). The County acknowledges and agrees that a Force

Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

10. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the County agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and the PM Persons to the County shall not exceed the total fees paid by the County to PM for the services provided in connection with this engagement agreement. the County and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, the County's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to the County, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and the County agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to the County shall be limited to no more than the total amount of fees paid by the County for the particular phase of services alleged to have given rise to any such liability.

11. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, the County agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the County but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the County agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The County will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
16. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. The County understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the County.

18. **Agreement Not to Influence** – the County and PM each agree that each respective organization and its employees will not endeavor to influence the other’s employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. The County agrees that PM employees are not “contract for hire.” PM may release the County from these restrictions if the County agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.
19. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
20. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Missouri.

End of Professional Services Agreement – Consulting Services

14th

Largest CPA and consulting firm
in the United States

97%

Of clients say they would
recommend us

2,200+

Staff

plante moran


audit • tax • consulting • wealth management

For more information contact:

E. Scott Eiler, Partner

248-223-3447

Scott.Eiler@plantemoran.com

plantemoran.com

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

May 4, 2016

Plante & Moran, LLC
Attn: E. Scott Eiler, Partner
27400 Northwestern Highway
Southfield, MI 48034

E-mail: Scott.Eiler@plantemoran.com
CC: Tracey.Rau@plantemoran.com

RE: Best & Final Offer (BAFO) #1 to *10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection*

Dear Mr. Eiler:

In accordance with sections 7.6. and 7.10. of Request for Qualifications number *10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with **Plante & Moran, LLC**.

The attached Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Best and Final Offer response.

Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFQ have been met, (2) all RFQ requirements are adequately described since all areas of the qualifications response are subject to evaluation, and (3) this is your best offer.

You are requested to provide written respond to this BAFO by **10:00 a.m. May 18, 2016** by e-mail to jgarrett@boonecountymo.org and cc: mbobbitt@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all responses are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFQ, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please call (573) 886-4391 or e-mail JGarrett@boonecountymo.org and cc: Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

REQUEST FOR QUALIFICATIONS NUMBER AND DESCRIPTION: **10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection**

BEST AND FINAL OFFER FORM #1

This BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Qualifications Documents. Offeror is reminded that receipt of this BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. May 18, 2016** by e-mail.

BAFO - please provide a response to the following requests.

- 1) Per your response to “Pricing Model” on page 51 of your RFQ response, develop a scope of work that includes defined roles and responsibilities between the County and Plante & Moran for the procurement phase to include Needs Assessment, RFP Development, Solution Selection and Contract Negotiations.

- 2) Provide pricing for the implementation phase including defining the level and type of services with hourly rate(s) and anticipated amount of hours.

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFQ and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

Boone County Purchasing



Jacob M. Garrett
Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

E-mail: JGarrett@boonecountymo.org

April 14, 2016

Plante & Moran, PLLC
Attn: E. Scott Eiler
27400 Northwestern Hwy.
Southfield, MI 48034

E-mail: scott.eiler@plantemoran.com

RE: Clarification #1 to 10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection

Dear Mr. Eiler:

In accordance with section 7.10. of RFQ number 10-23MAR16 – Consulting Services for Enterprise Resource Planning System Selection, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

Your firm has been selected for interview.

Date: Tuesday, May 3rd, 2016
Time: 9:00 a.m. – 11:00 a.m. central time
Location: Boone County Government Center
801 E. Walnut Street, Conference Room 301
Columbia, MO 65201

Up to 15 minutes will be allowed for introductions and initial comments by your team. We ask that your project manager and a key staff person be onsite during the interview. In addition, the evaluation team would like for you to address the attached clarification questions in writing (due by Friday, April 22 10:00 a.m.). Additional questions and topics will be sent by email on or before April 20 and other questions may be asked during the interview. We will have a laptop and projector available if needed. Besides myself, there will be four evaluation team members present.

The attached Clarification Form includes any changes being made to the RFQ as a result of this request. The Clarification Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response.

As a result of this request for Clarification Offer #1, you may now add information, and/or modify any part of your RFQ response. Please understand that your response to this Clarification

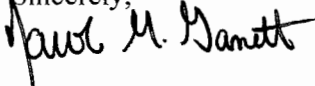
request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFQ have been met and (2) all RFQ requirements are adequately described since all areas of your response are subject to evaluation.

You are requested to provide written response to this Clarification by **10:00 a.m. Friday April 22nd, 2016** by e-mail to JGarrett@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, RFQ response documents including any clarification documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all responses are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFQ, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your RFQ response or Clarification are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4393 or e-mail JGarrett@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your RFQ response.

Sincerely,



Jacob M. Garrett
Buyer

cc: Evaluation Team
Proposal File

Attachments: Clarification Form #1

BOONE COUNTY - MISSOURI

**REQUEST FOR QUALIFICATIONS NUMER AND DESCRIPTION: 10-23MAR16 –
*Consulting Services for Enterprise Resource Planning System Selection***

CLARIFICATION FORM #1

This Clarification is issued and is hereby incorporated into and made a part of the Request for Qualification documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted in writing on or before **10:00 a.m. April 22nd, 2016** by e-mail.

CLARIFICATION – please provide a response to the following requests.

1. In light of the proposed staff and the project management approach outlined in your proposal, describe the amount of time staff would be assigned to our project during phases 1 through 4. Describe how your assistance will be provided. (i.e. in-person at the County, video conference, phone conference, etc).
2. What is your approach for assigning staff to the implementation phase of a project? Describe how they participate in the implementation process.
3. Describe the scope of services provided to Horry County, SC during the implementation phase.
4. Provide a brief description for the scope of services denoted by the Project Titles on pages 8-11. (For instance, how does “ERP Selection Services” differ from “ERP Consulting Services”?)
5. On page 7 under *Finalist Vendor System*, did the Community select the finalist or did your firm make the final selection? If the Community made the final selection, did their selection deviate from your recommendation? Please provide the short list of vendors for each of the Communities listed on page 7.
6. On page 31 you mention that RFP forms are returned electronically. The County of Boone does not yet receive proposal responses electronically but hope to within a year. Please provide a detailed description of this process.

In compliance with this Clarification request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFQ and this Clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR ENTERPRISE RESOURCE PLANNING SYSTEM SELECTION

RFQ #10-23MAR16
Release Date: February 23, 2016

PRE-RESPONSE CONFERENCE
March 3, 2016, 2:30 p.m. Central Time

Submittal Deadline:
March 23, 2016
not later than 1:00 p.m. Central Time

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org

1. Description:

1.1. The County of Boone – Missouri (the “County”) is issuing a Request for Qualifications (RFQ) for Consulting Services to assist in the acquisition of an Enterprise Resource Planning System (ERP) for the Boone County Auditor.

2. Purpose of Solicitation:

2.1. The purpose of this Request for Qualifications (RFQ) is to identify and select a vendor that has the experience and expertise necessary to assist the County in its selection and implementation of new ERP software using the Request for Proposal (RFP) process. The goal is to implement an integrated ERP system for the County’s finance-related activities. However, the solution must be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.

2.2. The scope of consulting services is not yet defined and may include a variety of services deemed appropriate by the County, including but not limited to the following:

2.2.1 Review and revise the existing needs analysis.

2.2.2. Assist in designing the overall ERP procurement process

2.2.3. Identify vendor requirements and selection criteria

2.2.4. Develop a Request for Proposal (RFP)

2.2.5. Assist in the selection of the vendor/product and contract negotiations

2.2.6. Provide project management services

2.2.7. Assist with implementation and training

2.2.8. Assist with identifying and implementing internal process improvement changes

2.2.9. Assistance in identifying significant project milestones and developing measurable outcomes for contract administration purposes

2.3. It is expected that Boone County officials and staff will be consulted regarding their needs and the final requirements will receive their concurrence.

2.4. To ensure an unbiased appraisal and approach, the selected vendor must not have a financial interest with any software vendor, third-party organization or reseller providing ERP system software. Further, it is precluded from performing subsequent work related to this initiative. Vendors who respond to this RFQ, but are not chosen, are welcome to bid on subsequent work.

3. County Profile:

3.1. Location, demographics, and budget overview-- The County is a fast-growing first class non-charter county located in central Missouri along the 1-70 corridor between Kansas City and St. Louis. The County has a population of approximately 173,000, spans 685 square miles, and contains several population centers including cities, towns, villages and small communities. The County’s largest city and county seat, Columbia, serves as a regional commercial, medical, and educational center.

3.1.1. The County’s financial activities are accounted for within a General Fund; 4 major special revenue funds; a variety of nonmajor special revenue funds, debt service funds, and capital project funds; internal service funds; and numerous fiduciary funds. The County’s FY 2016 annual operating budget is \$75 million with an additional \$7.6 million accounted for within various internal service funds and includes approximately 520 FTEs.

3.1.2. The County’s annual operating budget has increased by nearly one-third since 2012, due to two voter-approved sales tax measures: a permanent one-quarter cent sales tax to fund community children’s services and a permanent three-eighth cent sales tax to fund 911 operations and emergency management services. This latter sales tax has resulted in the transfer of 911 and emergency management operations from the City of

Columbia to Boone County with plans for expansion and improvement. Capital project funds are utilized on an as-needed basis. Currently, construction of a new Emergency Communications Center (ECC) is the only capital project underway.

3.2. Governance structure-- Established in 1821, the County's operational structure is governed by state law. Elected to four-year terms, County officials serve full-time. With the exception of the District I and District II Commissioners, all are elected county-wide. Circuit Court elected officials and most of their staff are state-paid employees with additional positions voluntarily funded by the County. For all other county offices, elected officials and employees are paid by the County.

3.2.1. The County Commission appoints department directors and managers to oversee the day-to-day operations of various county departments as well as the County Counselor who serves as general counsel for the County. The County Commission also appoints the Medical Examiner, with services obtained on a contractual basis from the University of Missouri.

3.2.2. The day-to-day operations of the 13th Judicial Circuit Court are administered by a full-time elected Circuit Court Clerk and a full-time Court Administrator appointed by the Presiding Judge. For all other county offices, the full-time elected official oversees the day-to-day operations. Detailed organization charts for each department and office are presented within the County's annual budget document.

3.2.3. The County Commission has limited ordinance-making authority and is responsible for all County property as well as adopting the annual budget. The County Commission is the appropriating authority for the County's major operating funds and certain other funds while individual elected officials exercise appropriating authority over a variety of special revenue funds, as specified by state law. A description of all County funds is included in the County's annual budget document.

3.2.4. For additional information, see the following resources available on the County's website (www.showmeboone.com/auditor):

3.2.4.1. Citizen's Guide to County Finances

3.2.4.2. Annual Budget

3.2.4.3. Comprehensive Annual Financial Report

3.2.4.4. OMB Circular A-133 Single Audit Reports

3.3. Governmental services -- As a general purpose government, the County provides a wide array of services including the primary services listed below:

3.3.1. Law enforcement, corrections, and prosecution

3.3.2. Operation of the Circuit Court, Juvenile Office, and the Juvenile Detention Center

3.3.3. General Government functions which includes public records; property assessment and mapping; property tax administration; voter registration and elections; procurement; human resources and risk management; Information Technology; budget and finance; and treasury management

3.3.4. Planning & Zoning, Code Enforcement, and Storm Water Administration

3.3.5. Transportation infrastructure maintenance and preservation

3.3.6. Children's Services (voter approved in 2012)

3.3.7. Public Safety 911 and Emergency Management (voter approved in 2013)

3.3.8. Public Health (services provided via a cooperative agreement with the City of Columbia)

3.4. The County does not operate utility services nor does it anticipate doing so in the foreseeable future.

3.5. The County self insures employee health and dental benefits through internal services funds. Additional internal service funds are utilized for facilities and grounds maintenance activities.

4. Description of Boone County Information Technology Services —

4.1. The County's IT Department is structured to support all County Offices and Departments. The centralized IT Staff consists of a full service customer driven helpdesk, seven full time software developers, network and infrastructure support personnel along with a well-established GIS program. County employees have full access to IT services from deskside support on purchased and internally developed applications all the way to custom software development projects. The IT Department also manages print services, mail services and has internal administrative support staff.

4.1.1. The 13th Judicial Circuit Court is supported by separate Court IT staff who report to the Court Administrator.

4.2. County personnel responsible for finance-related activities—

4.2.1. Payroll activities: The elected **County Clerk** is responsible for the County's bi-weekly payroll activities. County offices submit payroll requisitions and time sheets to the Clerk's Office for review and processing. The Clerk is also responsible for payroll reporting and issuing W-2 forms. Payroll disbursements (checks and ACH) are handled by the elected **County Treasurer**. The elected **County Auditor** reviews, approves, and posts payroll-related transactions to the General Ledger.

4.2.2. Treasury and investment activities: The elected **Treasurer** is responsible for receipting and disbursing funds, administering day-to-day banking and investment activities for the County's pooled cash and investments, and for administering the County's long-term debt activities. Regarding cash receipts: some are deposited directly into the County's bank account, some are remitted directly to the Treasurer's Office, and other amounts are collected at individual offices and subsequently turned over to the Treasurer. The Treasurer is also responsible for administering numerous fiduciary funds. In addition, the Treasurer issues Procurement Cards, trains cardholders, and manages the authorization limits for cardholders.

4.2.3. Accounting, budgeting, and financial reporting activities: The elected **County Auditor** is responsible for the County's General Ledger; financial accounting and reporting activities; preparing the County's published financial statements and administering the annual financial audit; managing the vendor file, accounts payable, and 1099 reporting; issuing purchase orders; reviewing, approving, and posting monthly procurement card activity; preparing and publishing the annual budget; and maintaining the County's property records and conducting annual physical inventories. The County Auditor certifies contracts and certifies payment requests for disbursement. The County Auditor establishes the Master Position File (MPF) for each budget year and reviews and certifies personnel transactions against the MPF. The County Auditor has statutory authority to conduct audits of financial activities and transactions as needed.

4.2.4. Property tax collection and disbursement: The elected **Collector of Revenue** is responsible for billing, collecting, and disbursing property taxes and various fees and licenses. The County Auditor reviews and countersigns all Collector receipt and disbursement activity and reviews monthly bank and investment reconciliations. *The Collector of Revenue currently*

*operates self-developed software for billing, collecting, and disbursing activities. This software interfaces with the County's General Ledger and is **excluded** from the scope of this ERP project.*

4.2.5. Court costs, fines, and fee collection and disbursement: The elected **Circuit Clerk** is responsible for collecting and disbursing all court-related fines, penalties, and court costs using financial software provided by the Missouri's Office of State Court Administration (OSCA). *This software does not interface with the County's General Ledger and is **excluded** from the scope of this ERP project.*

4.2.6. Human Resources: The department of **Human Resources and Risk Management** provides support to the County's elected officials and directors by maintaining the County's employee classification and pay plan; providing assistance with job posting and recruitment; and administering the County's employee benefit programs. As previously noted, the elected County Clerk is responsible for payroll activities and the elected County Auditor is responsible for the Master Position File (positions authorized in the annual budget). The director of HR is appointed by and reports to the County Commission.

4.2.7. Procurement Activities: The **Purchasing Department** is responsible for competitively procuring materials, supplies, etc. for County operations when the cost exceeds the statutory threshold, currently \$6,000. This is accomplished through countywide term and supply contracts which are utilized by one or more departments as well as through single-purchase contracts. Individual departments handle their own procurement processes where the cost is less than the statutory threshold. The director of Purchasing is appointed by and reports to the County Commission.

4.2.8. Disposal of County Property: The Purchasing Department is responsible for disposing of all county property.

4.2.9. Decentralized structure— The County's operational functions are carried out in a highly decentralized structure.

5. Current Environment / Background – Includes Present Software/Hardware

Environment: This document provides a summary overview of the County's current business process and software environment. The purpose of the document is to identify current challenges as well as potential goals for a new ERP system. It is not intended to serve as a detailed Needs Analysis.

5.1. See attached ***Boone County MO – Business Process Review Findings Document*** (Exhibit 1)

6. Submittal:

6.1. Respondents are asked to submit evidence of their experience and qualifications to perform the scope of work contemplated in this RFQ.

6.2. Minimum Qualifications:

6.2.1. Selected firm must have a minimum of 5 years experience providing applicable services and solutions

6.2.2. Selected firm must have completed a minimum of 5 government ERP engagements for similarly complex local government entities with 2 of them completed within the last 5 years

6.2.3. Assigned project staff to the County project must have significant experience providing ERP consulting services and must have experience with at least two successful local government projects at entities of comparable complexity as Boone County

6.2.4. Lead consultant must have served as a lead consultant in a similar engagement with at least one government agency engagement occurring within the past 3 years.

6.2.5. For each of the following items, provide a detailed explanation. For those areas pertaining to the vendor's experience, cite examples of previous work and provide details of the project such as scope of work performed, deliverables and roles and responsibilities.

7. Company Profile:

7.1. Describe your company including but not limited to its history and years in business; office location(s); number of clients and client profile; and organizational structure. Include biographies for all key personnel and all staff members to be assigned to this project.

7.2. Describe your firm's experience and first-hand knowledge of Enterprise Resource Planning products and modules for **governmental entities**. Provide a listing of the vendors and their various products with which you have experience. For each, describe the nature and scope of the firm's experience and knowledge and indicate the number of engagements and status (i.e., completed vs. in-progress).

7.3. Describe your firm's experience in the selection and implementation of ERP software in general as well as experience specific to the local government public sector, especially local governments of a similar size, demographic, and complexity to Boone County. At a minimum, describe experience in the following areas:

7.3.1. Designing comprehensive ERP procurement processes

7.3.2. Conducting Needs and Risk Assessments relevant to ERP procurement

7.3.3. Gathering functional requirements across decentralized departments and agencies

7.3.4. Conducting business process analysis and documentation

7.3.5. Performing risk analysis of business process change and providing change management in relation to the implementation of an ERP system

7.3.6. Preparing Request For Proposals for ERP solutions

7.3.7. Determining RFP evaluation criteria

7.3.8. Contract negotiations

7.3.9. Evaluating implementation strategies and assisting with implementation activities

7.3.10. Designing effective training strategies and schedules

7.3.11. Project management

7.4. Project Management approach. In general terms describe the scope of service and approach that you would recommend to the County for this project and explain the reasons for your recommendation. If you think that more than one approach would result in a successful outcome for the County, you may describe two (or more) approaches. In doing so, be sure to identify the potential risks and benefits of the various approaches.

7.5. Proposed staff. Describe your company's general model for assigning staff and for managing staff workload and performance. Describe the proposed project team including each member's qualifications and previous experience in projects of this type. In addition, provide information regarding actual turnover of staff assigned to governmental engagements over the past 5 years. Describe specific strategies and procedures your company uses to mitigate the negative impact of such staff turnover.

7.6. Pricing model(s). The County will determine the scope of services and negotiate a fee with the selected firm. If the County is unable to negotiate acceptable terms with the selected firm, the County reserves the right to negotiate with other qualified firms. To assist the County in

understanding the various pricing models applicable to the scope of services contemplated in this RFQ, provide one or more pricing options correlated to the approach(s) that you recommend above (a la carte pricing, fixed/not-to-exceed pricing, pricing per phase, etc...).

7.7. References:

- 7.7.1. Provide five (5) references of previous projects where an RFP was developed for an organization similar in size, scope, and function to Boone County. Include:
 - 7.7.2. Entity name and location
 - 7.7.3. Contact information
 - 7.7.4. Project scope
 - 7.7.5. Project schedule (start date, completion date, and other important milestone dates)
 - 7.7.6. Selected ERP solution and cost (identify various components and amounts for each: software solution, installation, data conversion, training, annual support, etc...)
 - 7.7.7. Scope of ERP consulting services provided and cost of services (indicate pricing model used and identify amounts for various cost components if other than fixed/not-to-exceed pricing)
 - 7.7.8. Names of assigned staff and each person's role and responsibility on the project; indicate if there was turnover in staff assignments during the project and if so, describe how it was handled
 - 7.7.9. The project referenced must be fully completed. Partially completed projects or projects currently underway should not be included in the five (5) although they may be provided as additional references.

7.8. Selection Criteria:

7.8.1. The following criteria will be used in the evaluation and selection of the vendor. Note that this is not a comprehensive list and is not in order of priority:

- 7.8.1.1. Vendor stability and market experience
- 7.8.1.2. General knowledge of the ERP software industry and products and specific knowledge of the industry as it relates to products applicable to local governments
- 7.8.1.3. Experience working with Counties of similar size, demographics, and complexity to Boone County
- 7.8.1.4. Experience performing the needs analysis and requirements -gathering process
- 7.8.1.5. Experience in developing a written RFP
- 7.8.1.6. Experience in identifying software/reseller selection criteria and weighting methodologies
- 7.8.1.7. Project planning and approach
- 7.8.1.8. Experience with all phases of ERP implementation including installation, customization, data conversion, go-live, and change management
- 7.8.1.9. Experience in contract negotiation
- 7.8.1.10 Team organization and experience of individual team members
- 7.8.1.11. Completeness of work plan
- 7.8.1.12. Experience with a cross-platform conversion (specifically from an AS400 or DB2 environment)
- 7.8.1.13. Customer (contractor) satisfaction
- 7.8.1.14. Cost

7.9. Respondents must have no financial interest with any software vendor, third-party organization or reseller providing ERP system software.

7.10. Competitive Negotiation of Proposals: Respondents are advised that under the provisions of this Request for Qualifications, the County reserves the right to conduct negotiations. If such negotiations are conducted, the following conditions shall apply:

- 7.10.1. Negotiations may be conducted in person, in writing, or by telephone. If with a face-to-face meeting with one or more individuals from the firm, please identify any potential obstacles in participating in such meeting.
- 7.10.2. The County reserves the right to limit negotiations to those RFQ responses which received the highest rankings during the initial evaluation phase.
- 7.10.3. As part of the negotiations, the Respondent may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the RFQ response.
- 7.10.4. The mandatory requirements of the Request for Qualifications shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entity.

8. Instructions:

8.1. Delivery of RFQ Responses: All RFQ responses shall be **delivered before 1:00 P.M., Central Time., on March 23, 2016** to:

Boone County Purchasing Department
Boone County Annex
Jacob M. Garrett, Buyer
613 E. Ash Street, Room 111
Columbia, Missouri 65201-4460

8.1.1. Firms must submit one (1) paper original, two (2) paper copy and one (1) electronic copy on memory stick or CD-ROM of the RFQ response. RFQ response will be opened by the Purchasing Department on March 23, 2016. RFQ responses must be submitted in a sealed envelope identified with the RFQ number and date of closing. List the RFQ number on the outside of the box or envelope and note "Response to Request for Qualifications enclosed."

RFQ responses will be opened and Respondent's names read aloud during the RFQ opening in the Boone County Annex Building, Conference Room, Wednesday, March 23, 2016 at 1:00 P.M., Central Time located at the following address:

Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201

9. Pre-Response Conference

- 9.1. To assist interested Offerors in preparing a thorough RFQ response, a pre-response conference has been scheduled for **March 3, 2016, at 2:30 p.m. central time** in the Boone County Government Center, Conference Room 301, 801 E. Walnut Street, Columbia, Missouri 65201.
 - 9.1.1. All potential Offerors are **strongly** encouraged to attend this conference in order to ask questions and provide comment on the Request for Qualifications. Attendance is not mandatory to submit a response; however, Respondents are encouraged to attend since information relating to this RFQ will be discussed in detail. Minutes of the pre-response conference will not be recorded or published. Respondents should bring a copy of the RFQ since it will be used as the agenda for the pre-response conference.

- 9.1.2. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-response conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 9.1.3. Respondents may attend by conference call. **If attending by conference call, contact Jacob M. Garrett by 10:00 a.m. March 1 to receive the call-in number.** E-mail JGarrett@boonecountymo.org or call (573) 886-4393.

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFQ RESPONSE

Organization Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFQ are true.

Print Name: _____ Title: _____

Signature: _____ Date: _____

2014

Boone County, Missouri

Business Process Review

Findings Document

Enclosed is a summary of the findings from a business process review done with Boone County's various departments September 2014.

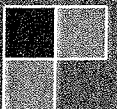
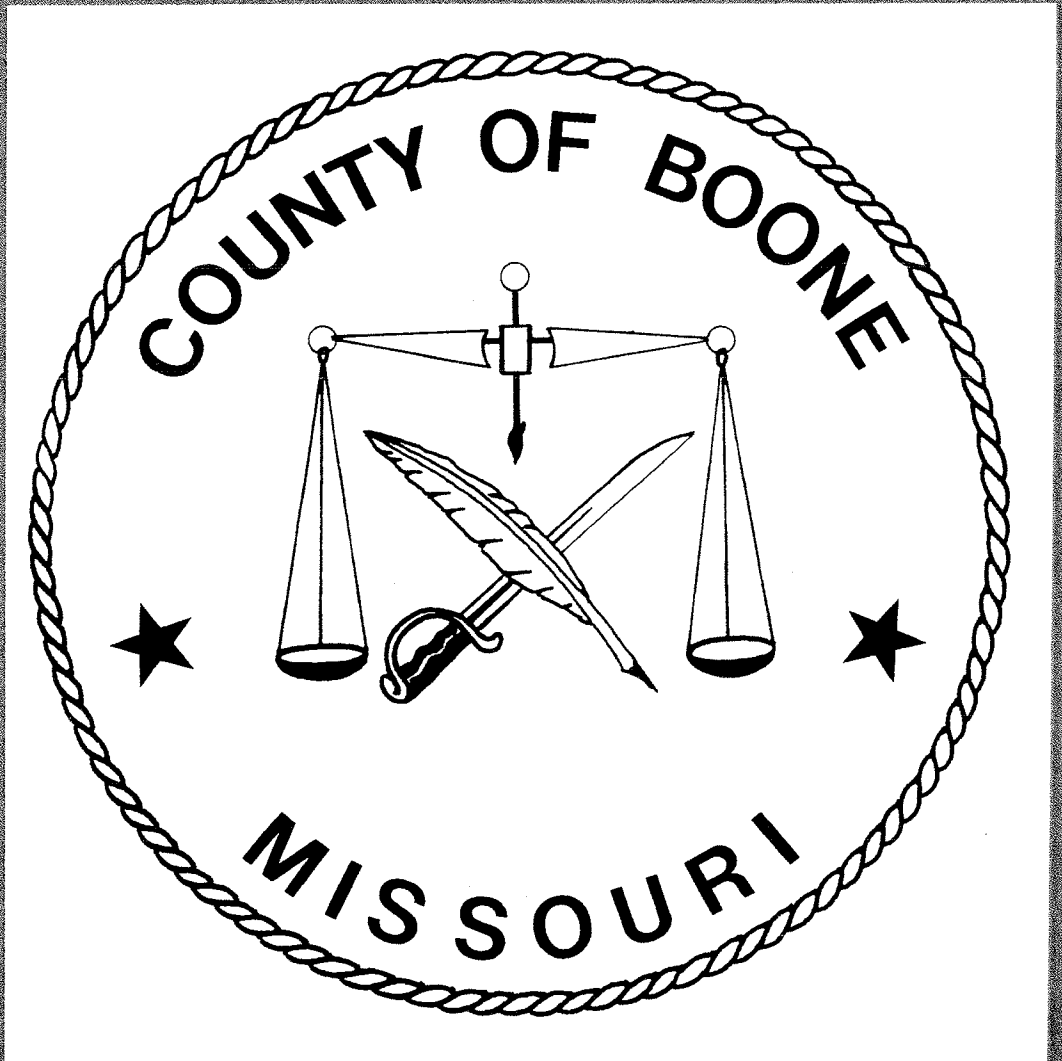


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Section 1: Executive Summary

1.1 Introduction & Purpose

In September 2014, Boone County conducted a Business Process Review (BPR). The two-day session covered the County's current systems and processes surrounding its Financial Management, Procurement, and Community Development functions. The consolidation of these functions along with other administrative processes under one solution is commonly known as an Enterprise Resource Planning (ERP) system. The BPR was intended to give the County a better understanding on how migrating to an up-to-date ERP system could potentially streamline internal processes, thus saving the County time and money.

1.2 What is ERP?

Enterprise Resource Planning (ERP) is an information technology industry term for integrated, multi-module application software packages designed to serve and support several business functions across an organization. An ERP system is a strategic tool that helps the organization improve operations and management by integrating business processes and helping to optimize the allocation of available resources (e.g., human resources, financial management, payroll, benefits, etc.). ERP systems implemented for the public sector can typically be broken down into three primary application areas:

1. Financial systems (e.g., general ledger, purchasing, accounts payable, budgeting, etc.);
2. Human resource systems (e.g., payroll, personnel, leave tracking, personnel actions etc.); and,
3. Revenue systems (e.g., utility billing, permitting and collections, point of sale, etc.).

ERP systems are typically commercial software packages that facilitate collection and integration of information related to various areas of an organization such as finance, accounting, human resources, inventory, procurement, and customer service. By becoming the central information center of the organization, ERP systems allow the organization to better understand its business, direct resources, and plan for the future. ERP systems enable an organization to standardize and improve its business processes to implement best practices for its industry.

Today ERP systems are often implemented with relational database management and business intelligence software that allows organizations to make use of a

centralized data repository. Industry trends suggest these technology systems often help improve management reporting functions, data analysis, and report design and distribution functions within an organization. When used effectively, the systems can enable governments to concentrate efforts on serving citizens, assisting County staff, and maximizing the use of available resources.

1.3 Current Situation and Issues

The County is using an internally-developed system that was developed in COBOL and operates on an AS400 platform for its financial management system. For payroll, the County has another internally-developed system, which posts summary transactions to the general ledger via the journal entry program but is not otherwise integrated into the financial system and was not part of the BPR discussion. Public Works uses Cartegraph for tracking its projects, and Sympro is used for the County's investment tracking system, which interfaces manually into the general ledger and includes a process to review and approve what will be posted. Karpel is used by the County prosecutor's office with some integration into the AS400 system. The interface between the two systems was built by the County and is used for the purpose of collecting data from Karpel to write checks. Last, m-Power is used as a report writing tool and relied on heavily to extract data from the AS400 system.

While the system has worked well and has been custom developed to meet the County's exact requirements, there have been some limitations and challenges with the internally-developed system that has led the County to consider implementing a commercial off-the-shelf (COTS) solution. For example, the department deemed to be the primary "owner" of the custom software bears significant responsibility for software design, testing, and training. This requires considerable time and effort and takes focus away from the department's core responsibilities. Additionally, while the system meets exactly what is requested of it, the County acknowledges they may be limiting themselves as they may not be aware of the latest innovations and/or best practices. This may also result in weaker internal controls.

Overall, the County mentioned the following as issues and concerns with the current AS400 system:

1. There's a heavy dependency on departments to design and test changes to the software.
2. The County's design of the system may not follow best practices and may be limiting the County in innovation.
3. The County wants a partner that understands county government.
4. Reporting is a challenge in the following ways:
 - a. Limited cross-departmental reporting;
 - b. CAFR preparation currently takes a month of staff time; and

- c. While the system holds a lot of data, it is difficult to extract in report form (i.e., users must understand transaction codes to pull desired data).
5. Exporting data into Excel requires the use of a third-party tool called m-Power;
 6. Accessing data in real time is difficult and limited.
 7. The security of accounts under the current system is a concern. Access to the system is set module to module, and there are dedicated resources to monitor access. The County runs a considerable number of audit reports to monitor security.
 8. Scanning and attaching documents within the current system is dependent upon the specific request of each department, and the County would like to achieve greater consistency.
 9. Project and grant accounting capabilities are limited.
 - a. Currently tracking in Excel.
 10. Generating purchase orders is a cumbersome process.
 11. The County needs a more thorough procurement solution with built-in workflows for the purchasing process that also makes generating purchase orders an easier process.
 12. The County needs a more efficient budget management solution.
 13. The County wants a user-friendly system that is easy to learn.
 - a. Current system is still on a green screen
 14. The County is still using spreadsheets for tracking some information.
 15. Resource Management wants:
 - a. GIS integration and
 - b. Access to parcel information within a single screen; eliminate tabbing through multiple screens
 16. The majority of the system isn't documented mainly due to the frequent number of changes.
 17. Training new staff is becoming an increasing challenge.
 - a. Very little of the system is documented.
 - b. The system still uses a green screen user interface.

1.4 Boone County's Goals and Objectives

The County's goals and objectives for implementing a new ERP system are:

1. Partner with a COTS provider who can:
 - a. Share best practices and the latest innovations in technology
 - b. Take on the responsibility of design and testing for the County
 - c. Provide County with additional security against loss of product knowledge due to turnover, understanding of how changes affect other areas of the system, etc.
2. Ease of reporting
 - a. Cross-departmental reporting
 - b. Easier CAFR reporting

- c. Easily export to Excel
- 3. Data in real time
- 4. Upgrades – concern about security
- 5. Need a better tool for project and grant accounting; eliminate tracking in Excel
- 6. Needs a more thorough procurement solution with built-in workflows for the purchasing process that also makes generating purchase orders an easier process
- 7. Need asset management solution; eliminate use of tracking in duplicate system
- 8. Needs a more efficient budget management solution, including functionality to support timely and efficient budget documentation publishing
- 9. Wants a partner that understands county government that proactively incorporates innovation and best practices
- 10. User-friendly system
- 11. Integration with GIS
- 12. Access to parcel information within a single screen; eliminate tabbing through multiple screens
- 13. Access to end-user training materials

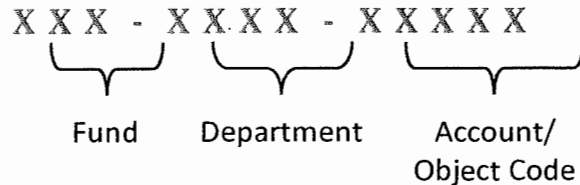
1.5 County Attendees

- Aron Gish, IT Director
- June Pitchford, County Auditor
- Nicole Galloway, County Treasurer
- Jenna Redel-Reed, HR Director
- Stan Shawver, Resource Management Director
- Greg Eddington, Assistant Manager – Road Maintenance Operations
- Caryn Ginter, Senior Accountant
- Jason Warzink, GIS Manager
- Brian McCollum, Collector’s Office
- Jason Gibson, Senior Accountant
- Dianna Vaughn, Budget Administrator – Judge’s Office
- Leasa Quick, Budget Administrator – Sheriff’s Department
- Melinda Bobbitt, Purchasing Director
- Elizabeth Sanders, Purchasing
- Amy Robbins, Purchasing
- Angela Wehmeyer, HR – Benefits

Section 2: Financial Management

2.1 General Ledger

The County is on a calendar fiscal year and has the following Chart of Account structure:



The County utilizes Fund Accounting to achieve managerial control over county funds and to comply with Generally Accepted Accounting Principles applicable to governmental entities. The Chart of Accounts maintained by the County Auditor and reflects the following design and structural components:

Fund Numbers

1. General Fund (100)
2. Special Revenue Funds (2XX)
3. Debt Service Funds (3XX)
4. Capital Project Funds (4XX)
5. Neighborhood Improvement District Funds (5XX)
6. Proprietary Funds (6XX)
7. Fiduciary Funds: Trust and Agency Funds (7XX)
8. Capital Asset Funds (8XX)
9. Memo funds- used to account for aggregated pooled cash and investments associated with various individual funds – 90 and 91 (Collector) and 99 (Treasurer)

As it pertains to Proprietary Funds, the County operates internal service funds but not currently have a need for enterprise funds.

Department Numbers

Department numbers are used to denote the operations of a given business unit (i.e., the Auditor's Office) or to denote a cost center (i.e., Non-Departmental). Revenue and Expenditures are budgeted, recorded, and reported at the departmental level. For all funds other than the General Fund, the first three digits of the department number contain the fund number. For example, the Road and Bridge Fund is #204 and the various department numbers existing with the fund would be 2040, 2041, 2042....2049. Within the Chart of Accounts, Departments are assigned to a *Function Code*, a single digit field, so there are a maximum of 9 available function codes (i.e., 1=General Government Operations; 2=Public Safety and Judicial; 3=Environment, Protective Inspection, & Infrastructure, etc...)

The Chart of Accounts does not provide functionality for capturing and reporting data according to divisions (i.e., sub-units within a Department). In addition, the

Chart of Accounts does not provide functionality for capturing, aggregating, and reporting data for a single consolidated department where the funding is provided across multiple “department” codes. For instance, the Resource Management Department was established by the County Commission several years ago by consolidating the engineering staff and appropriations of the Road and Bridge Fund (Department # 2045) with the Planning & Zoning and Building Codes staff and appropriations within the General Fund (Department #1710 and 1720). Any aggregation and reporting for the consolidated operations of the Resource Management Department requires manual effort.

Account/Object Code

Accounts (or Object Codes) represent classifications of revenues or expenditures.

Revenue Accounts--

- 03000-03099: Property Taxes
- 03100-03199: Sales Taxes
- 03200-03299: Franchise Taxes
- 03000-03399: Licenses and Permits
- 03400-03499: Intergovernmental Revenues
- 03500-03599: Charges for Services
- 03600-03699: Fines and Forfeitures
- 03700-03799: Interest/Investment Income
- 03800-03899: Miscellaneous (or not otherwise classified)
- 03900-03999: Other Financing Sources

Expenditures Accounts—

- 10000-19999: Salary, Wages, and Employee Benefits (Class 1)
- 20000-29999: Materials and Supplies (Class 2)
- 30000-39999: Dues, Travel, and Training (Class 3)
- 40000-49999: Utilities (Class 4)
- 50000-59999: Vehicle Expense (Class 5)
- 60000-69999: Equipment and Building Maintenance (Class 6)
- 70000-79999: Contractual Services (Class 7)
- 80000-89999: Other (Class 8)
- 90000-99999: Fixed Assets (Class 9)

The County is open to considering changing the overall structure and design of the Chart of Accounts if they move to a COTS.

The County has several externally-developed systems that interface with the general ledger:

1. Sympro – a third-party system used for investment tracking and which posts lump-sum amounts to the general ledger via a specific “type” of Journal Entry (i.e., a “T” journal entry type) utilizing an interface built by the County
2. Karpel – A third-party system used by the prosecutor’s office, which has an automated interface with the general ledger built by the County
3. Jury Checks – A third-party system used by Court Administration, which has an automated interface with the general ledger built by the County

4. Commerce Bank Procurement Card Control Pay – A third-party system used by the County which has an automated interface with the general ledger built by the County

The County uses several internally-developed program modules which also interface to the general ledger:

1. Payroll and Payroll voids – Also custom built by the County and which posts lump-sum amounts to the general ledger via a specific “type “ of Journal Entry (i.e., a “P” journal entry type)
2. Treasurer Receipts (and Receipt Correction)
3. Collector Receipts (and Receipt Correction)
4. Accounts Payable Disbursements (and voids)
5. Manual Vendor Disbursements (and voids)
6. Manual Non-Vendor Disbursements (and voids)
7. Collector Disbursements (and voids)
8. Inmate Disbursements (and voids)
9. Unclaimed Fees (receipts, disbursements, and voids)
10. Criminal Cost Disbursements (and voids)
11. PA Bad Check Disbursements (and voids)
12. Out-of-County Bonds (receipts, disbursements, and voids)
13. Election Worker Disbursements (and voids)
14. Journal Entries: Auditor (A Type); Treasurer (T Type); Payroll (P Type)
15. Purchase Orders
16. Original Budget
17. Budget Adjustments

The County Auditor is the statutory Accounting Officer and Budget Officer for the County and is responsible for the County’s financial reporting activities. The various Administrative Authorities need easy access to timely and relevant financial and budget information. In addition, the County Auditor needs functionality that supports the preparation of the annual Comprehensive Annual Financial Report (CAFR). The County prepares its financial statements in accordance with GAAP and therefore needs external reporting functionality which supports the various required reporting formats (budget basis, modified accrual basis, and full accrual government-wide basis).

The County estimates it makes approximately 700 manual journal entries each year. Manual journal entries include:

- Transactions between funds
- Monthly fixed asset activity
- Internal Service Charges
- HR benefits
- Correcting Journal Entries
- Year-end adjusting entries

In addition, the County estimates it makes approximately 200 budget adjustments each year. Budget adjustments are subject to policy adopted by the County Commission. An adjustment form is used to document the adjustment and provide explanation/justification. The form is printed out and then routed for approval, as per policy. Once approved, budget adjustments are entered as a manual budget adjustment transaction. The program allows for entering and posting individual transactions or batch transactions.

All internally-generated programs and interfaces which generate transactions for posting to the general ledger are designed similarly: they have a "Trial" process which generates physical output for review and approval, and a "Final" process (which posts the transactions to the ledger).

All transactions posting to the general ledger are assigned a Transaction Code (TC), an Effective Date, a Transaction Date, an amount, a Debit or Credit indicator, and a Transaction/Document number. The Transaction Code indicates the program that generated the transaction: for instance, Treasurer Receipts are a TC 30-00, Collector Receipts are a TC 30-20, Accounts Payable Expenditures are a TC 50-10, Collector Expenditure are a TC 50-20, etc... A complete list of Transaction Codes is attached.

The current system contains a lot of data, but it is difficult to extract that data. The County uses a tool (m-Power) to retrieve and/or export data to Excel. The m-Power retrieval and reporting tools require specific development by IT programming staff and programmers and users must have a high level of understanding of the various transaction codes and how the transactions are posted to the ledger in order to design and use m-power tools.

Multiple people currently perform a lot of manual processing under the current structure.

A challenge of the current system is that some processes may change, become dormant, or new processes may be developed but such changes may not be readily known by relevant users. In addition, when such changes are being made, a consistent and complete analysis of the impact of such changes to the internal control environment may not be performed. Some processes may continue to be performed when there is no need for such processes because the repercussions to the general ledger of ending the processes aren't fully understood.

Current Challenges/Goals for a New System

- The County wants the journal entry process to become electronic, both the creation of a journal entry as well as the Auditor's review, approval, and posting of journal entries.
- The County would like built-in workflows and security controls based on a user's sign-in.
- The County would like to have tight security controls around electronic signature. The County currently routes a lot of paper printed from forms created in Word or Excel requiring signatures via interoffice mail.
- Under the current system, corrections made in one place don't consistently flow throughout the entire system.
- The County may consider changing the Chart of Accounts structure with a new system.

- The County needs significantly improved data retrieval, exporting, and reporting functionality.

2.2 Annual Budget

The County is on a calendar fiscal year. The budget planning process begins each year with initial information gathering in the June/July timeframe. Overall, the budget planning process involves three levels:

1. Departments' submission of requests to the Auditor's office;
2. Auditor's initial review and adjustments; and
3. County Commission's review with possible additional adjustments.
 - a. Final adoption occurs at this level.

Budget requests are managed through an internally-developed budget program. The Auditor's office initializes (creates) a master budget record each year and maintains a security file, which manages security and access to the budget files. Departments populate the budget records, either by using the Budget Copy function (which copies selected or all data from the prior year's budget record) and/or entering descriptions and amounts into the budget file. The Auditor's office populates the personnel and benefit portion of the budget via an internally-developed program, the Personnel Budget Detail program. This program uses a Master Position File (MPF) for the budget year in conjunction with actual payroll data and benefit parameters for the budget year. The County "budgets by position", and this control is achieved through the MPF (the MPF contains a record for each position to be authorized in the budget). The MPF record contains such information as position title, position pay range, budgeted hours, benefit status (Y/N), workers comp code, etc. Menus within the budget program allow the Auditor's office to establish workers comp code rates for the budget year, benefit rates for the budget year (i.e., health, dental, etc.), and salary increases (i.e., percentage rates). The Personnel Budget Detail program applies established business rules to the data contained in these various files and calculates and updates the specific budget amounts for salaries, wages, and benefits for all departments.

Core requests are viewed as what is needed to keep their department running. Supplemental requests are viewed as items that would be nice to have but aren't year-to-year costs (e.g., copiers). Supplemental costs are typically scrutinized more than core requests.

The budget program does not have functionality to export data/reports to Excel or to receive data imports from Excel. Several of the larger departments— IT, the Sheriff's Department, Resource Management, Public Works — maintain budget-related data in Excel but they do not have an efficient means of moving data between the budget program and the Excel files.

Departments can enter notes into the system to support their numbers, which they can choose to forward for others to view, but they can't attach documents.

Departments also have the ability to view their year-to-date actuals versus their

budget. The County can also go back multiple years to view budget numbers, but the report generated can't show those numbers in a side-by-side summary format. Additionally, at a department level, the County is unable to review year-to-date information or details of expenditures.

Once the budget is adopted, the AS400 system automatically pushes the final budget numbers to the general ledger. When the planning process begins again the following year, the copy feature in the system will pull the adopted budget numbers, but any revisions or amendments that had to be made manually will not come over. For position budgeting, the Auditor's office maintains a master position file. This file reflects all positions that have been approved in the budget. Each position is identified by its department number and a position number. And each position is assigned a pay grade. The Auditor's office runs a report every Friday that reads the master position file and also looks for the employee currently filling the position and their current rate of pay. The report also applies the County's business rules to make budgetary adjustments to their pay.

For budget planning each year, the County copies over from the previous year and budgets by position. If a position is vacant, the County budgets a little above the position minimum pay range; when filled, the new employee can be hired at base to mid-point of the pay grade for the position. If the position is filled, the budget is set for their current salary unless it's below the minimum pay rate. Merit increases are budgeted in a pool that the administrative authority has discretion to assign as deemed appropriate. The County pays 100 percent of employees' premiums. Employees can elect to pay for additional coverage (e.g., for their family members). Departments can see information from this master position file in the form of a paper report, but they can't make any changes to the information.

Current Challenges/Goals for a New System

- The County would like to see budget spending averages over previous years.
- From the users' point of view, the County would like analytic and dashboard reporting capabilities to check their budget against the general ledger.
- Each expenditure has a cost code/cost center for spending detail.
- The County would like an easier method to provide departments with their beginning budget information than dumping into Excel.
 - Changes to budget from last year requires manually entering numbers.
- The County currently can't attach documents within the budget management system.
- The County would like the ability to choose how they track their budget — either by line item or by aggregate.
- Beginning information from the system for each year's budget planning process doesn't automatically capture budget amendments made after the final budget adoption.
- The County would like better overall budget reporting.

2.3 GASB/CAFR Reporting

The County does the initial preparation of their CAFR reports, which takes about a month to compile. All financial data is compiled in Excel using m-Power to extract the data from the system. The County also uses Sympro to compile their investment data that needs to be included on their CAFR. Once completed, the information is turned over to their auditors. The County would like to continue the practice of initially compiling the data with the auditors reviewing.

Current Challenges/Goals for a New System

- The County would like to streamline the GASB/CAFR reporting preparation process.

2.4 Project & Grant Accounting

The County currently does not do any project or grant tracking within the AS400 system; both are tracked using Excel spreadsheets. Notes are also made on related purchase orders to assist in tracking related expenses. Large capital projects are also tracked through a fund.

The County can see the value in having a true project accounting solution. Examples mentioned of how they would use it included identifying the costs of elections and taskforce operations and Resource Management using it for purposes of better time management of staff.

Cartegraph is used in Public Works for tracking some of their projects specifically.

The County does not have a centralized grant administration office; grant management is decentralized with the responsibility to track and manage grants falling to individual departments. The County estimates they receive 40 to 45 grants each year that total more than \$1 million with the majority in the Sheriff's Department and the County court system. Most of the grants are reimbursement grants, so the County must track expenditures, revenue, and assets and identify and report the reimbursement amounts with the correct revenue account.

The County's payroll system can't assign or track employee hours that should apply to projects or grants. All SEFA reporting is manual.

Current Challenges/Goals for a New System

- The County's current AS400 system does not offer project or grant tracking, which means it has to be done manually via Excel.
- Assignment of employee hours to projects or grants must be done manually since the current payroll system doesn't track that information.
- All SEFA reporting is manual.

Section 3: Procurement

3.1 Requisition Processing

Overall, the County's current purchasing processes are decentralized. Very often, purchases occur first with the paper work following afterward. The County is comfortable with a decentralized process; however, they believe a paradigm shift is needed to ensure purchase approvals are acquired at the beginning of the purchasing process rather than at the end.

There are three methods to making a purchase at the County:

1. A department/office completes a Purchase Requisition Form and submits to the Auditor's office who issues a purchase order if approved;
2. A department uses a P-card; or
3. A department has the vendor bill them.

The County's P-cards are issued by Commerce Bank. For purchases made using them, there is no interaction between those purchases and the general ledger until the end of the month.

There are three purchasing scenarios each with different processes:

- Contracted purchases;
- Purchases under \$6,000 with no contract; and
- Purchases over \$6,000 with no contract.

Contracted Purchases

If a Term and Supply contract is in place, the department/office may place orders from it without obtaining a purchase order. When the invoice arrives, the department/office should verify the invoice pricing to the contract to ensure they were charged the correct price before processing the invoicing (although this step is not always done). The department/office prepares a Payment Requisition and submits to the Auditor's office authorizing payment of invoice.

Purchases Under \$6,000 with No Contract

If an item is under \$6,000 and there's no contract in place, the department may or may not price shop. The department can choose to make the purchase using a P-card if the total transaction is \$2,500 or less, or the department can get an invoice from the vendor. If using an invoice, the department will enter it into the AS400 system and submit a payment request to the Auditor's office.

Purchases Over \$6,000 with No Contract

If the purchase is over \$6,000 but there's no standing contract, by Missouri law the purchase must go through the Purchasing Department and the bid process. The process is as follows:

- Purchasing verifies the department/account number/budget for requested purchase;

- Purchasing creates and issues a Request for Bid (RFB) or a Request for Proposal (RFP) depending on the commodity/service being purchased;
- Vendors are given 15 days to submit bids (RFB) or 30 days to submit proposals (RFP) from advertisement date;
- Purchasing tabulates bids and sends award recommendations to the department (Bid Tab for bids and Bid Opening for RFPS are posted on the County website);
- If a purchase order is required for the purchase, Purchasing creates a Purchase Requisition and submits to the department for signature (Purchase Requisition will later be routed with the contract for the Commission reading).

Once the vendor is selected, the contract signature process begins and usually takes one month to complete:

- Purchasing sends hard copy of the contract(s) to the County attorney for review;
- The County attorney makes revisions, signs, and returns to Purchasing;
- Purchasing incorporates those revisions and sends the contract(s) to the vendor via U.S. mail;
- The vendor signs and returns the contract(s) back to the Purchasing Department;
- Purchasing routes the contracts to the Auditor's office for certification of funds;
- If funds are available, the Auditor certifies the contract(s) and routes to the County Clerk's office who schedules the award recommendation for a Commission meeting;
- The award recommendation is placed on the Commission's agenda(s) for a first and second reading;
- If approved, the contract(s) is returned to the Auditor's office where a purchase order is issued if needed. (Term & Supply contracts may not need to be certified if they do not create a measurable County obligation.)

The County does not have a central receiving department. Invoices and items purchased are delivered to the departments making the purchase. The invoices are reviewed there and, if approved, are sent to the Auditor's office for final approval and payment.

Current Challenges/Goals for a New System

- The County wants to implement and enforce an electronic purchase approval process, eliminating the use of paper forms and requiring approvals under certain circumstances prior to making the purchase/issuing the purchase order.
- The County wants department heads to have the ability to check their year-to-date actuals when making a purchase.
- The County would like to incorporate the use of encumbrances in their purchasing process.
- The County would like to implement the use of electronic invoices, eliminating the need to route paper invoices and speeding up the payment process.

- The contract signing and invoice approval processes are very lengthy under the current processes.
- If possible, the County would like to be able to route contracts electronically to Legal, have Legal sign and electronically route back to Purchasing, and from there enable Purchasing to route electronically to vendor for signature.

3.2 Bid Management

The IT Department created a bid management system for the County that is based on NIGP commodity codes. Vendors can register with the County online under as many categories as they like and then receive notification of bids that fall within their areas of expertise. Vendors are responsible for maintaining their own updates; however, the system does not currently allow vendors to review their invoices, payments, etc.

Each bid can be viewed and downloaded from the County's website, which are posted as .pdfs delivered via a link. At this time, the County is not able to accept electronic proposal and bid responses, but the County would like to move in that direction. Additionally, the County would also like the system to automatically populate a Bid Tabulation following the electronic receipt of bids.

At the end of each bid process, the County posts the bid award spreadsheet on the website and uploads the contract into the AS400 system with RVI Imaging, which indexes and makes contracts searchable.. Additionally, registered vendors can review all bids the County has done within the year.

3.3 Purchase Orders

The County's current process for issuing purchase orders is viewed as cumbersome. Departments are unable to generate their own purchase orders, and by the time the Auditor's office issues them the purchase has often already been made.

Additionally, if the entire amount of a purchase order isn't spent, it is very difficult in the current system to go back and identify which line items were and were not purchased.

Current Challenges/Goals for a New System

- The County would like the process of generating a purchase order less cumbersome.
- The County would like the new system to be more flexible in viewing details of what is actually purchased when an entire purchase order is not spent.

3.4 Contract Management

The County has multiple contracts in place for discounted pricing on items such as janitorial supplies, office supplies, food for the Sheriff's Department, etc.

Despite contracts being in place, it can be difficult and cumbersome to ensure contract terms (i.e., pricing) are being applied when purchases are made. The expectation is that the department making the purchase is aware of the contract

terms and is ensuring that all terms are being adhered to, including pricing. Some departments will manually pull invoices and the physical contract to check. If a contract calls for a percentage off of list price, the one making the purchase will need to call in and get the list price from the vendor to determine the correct contracted amount. At times, the Auditor and Purchasing offices will do random checks of invoices against contracts in place.

An Excel spreadsheet is maintained to track all contract expiration dates as well as insurance information.

Current Challenges/Goals for a New System

- The County would like the new system to speed up the contract routing process through the use of electronic approvals.
- The County would like to have a central repository for all contracts where contracts can be:
 - indexed and easily searched on so that contract information becomes easily accessible;
 - negotiated terms are more easily reviewed and enforced; and
 - contract renewal dates can be easily tracked and the use of Excel can be eliminated.
- The County would like to be provided with an understanding and be kept up-to-date on best practices around contract management.
- The County would like to be able to accept bid responses electronically and Bid Tabulations electronically created.

3.5 Accounts Payable

The County pays approximately 18,000 invoices each year, which does not include any of the County's P-card purchases. The County has approximately 200 P-cards, and the number of those transactions is estimated to be greater than 2,600 per year. Each P-card has a maximum transaction amount of \$2,500 or \$10,000 per month. Any amount higher than that needs the Treasurer's approval. Limits can also be set on the number of P-card transactions made each day.

Commerce Bank provides a file of P-card transactions that is imported first into Excel and then into the AS400 system. This file does not include vendor details. The County recently rolled out ACH payments to vendors and estimates approximately 15 percent of all vendors are now paid that way. The County's target vendors for ACH payments are those owed a high-dollar amount, those the County does a high volume of transactions with, and municipalities.

The County has an unclaimed fees database that automatically talks to the general ledger when it needs to issue a check from unclaimed fees. This is an automatic, one-step process until there's a change of address or a name change that's required; then it becomes a two-step process.

The County writes many check types: manual checks, vendor manual checks, non-vendor manual checks, restitution checks, jury checks, etc. These different check types have different sources. For example, the jail issues their own checks, which becomes a manual journal entry made one time each month. The Prosecutor's office uses Karpel, which then interfaces with the AS400 system and sends check data for checks to be cut by the Treasurer. Checks written for jury duty payment are managed in Excel. Under the current process, there is no central location to go to if a check needs to be researched.

As mentioned previously, the County does not have a central receiving department. Invoices and items purchased are delivered to the departments making the purchase. The invoices are reviewed there and, if approved, are sent to the Auditor's office for final approval and payment.

The County's policy is to pay within 30 days of receipt of invoice, which can be difficult to adhere to under the current purchasing processes.

As mentioned previously, vendors can register with the County to receive notification of bids and can view and download bids from the County's website. However, there is no mechanism for vendors to view their invoices, payments, etc. online.

Departments receive most of the vendor inquiry calls, although some calls get forwarded over to the Auditor's office if the department staff member isn't comfortable using the AS400 system to check payment status of the invoice. The County does positive pay, but the file doesn't include payee information.

Current Challenges/Goals for a New System

- The County would like a central location to write all types of checks from so that researching checks becomes an easier process.
- If an order has been placed but not encumbered, the AS400 system does not capture the information.
- The County would like the receipt of goods and approval to pay process to be electronic, removing the need to use and route paper forms and making it easier to pay within 30 days of receipt of invoice.
- A vendor in the current AS400 system is limited to a single address.
- Accounts payable does not currently integrate with the County's assets.
- Posting corrections is a difficult process in the current system.
- The County would like automated imports from third-party systems, eliminating manual importing of data.

Section 4: Revenue & Collections

4.1 Miscellaneous Billing

The AS400 system does not include functionality to create or track invoices for miscellaneous bills. The County currently uses Word and Excel and writes approximately five to ten miscellaneous bills per month.

Human Resources manages all FMLA and COBRA bills, which they also track in Excel. They'll send out reminder letters when payment is due and cancel the benefits when individuals don't pay.

Current Challenges/Goals for a New System

- If there are recurring or known miscellaneous bills the County is aware of in advance (e.g., at the beginning of each year), the Auditor would like to have the ability to set them up within the system in advance.

4.2 Cash Receipting

Currently, whichever department a transaction originates in is where payment is taken unless the vendor is set to pay by ACH. All 21 of the County's departments are set up to take payments, but only 14 of those departments currently do take in payments. However, these departments are not able to enter payments received directly into the AS400 system; the only cash postings to the general ledger are done by the Treasurer.

Accurate receipting is hard to confirm across the County without talking with multiple people.

The current cash receipting process is as follows:

- Individual departments bring the payments they've received along with account codes to the Treasurer's office.
 - While the Treasurer makes daily deposits, not all departments bring payments to the Treasurer on a daily basis.
- The Treasurer enters the payments into the AS400 system, manually entering all of the general ledger codes.
- The Treasurer generates three receipts – one for the department bringing the payment, one to stay with the Treasurer, and one that goes to the Clerk's office for record retention purposes.
- At the end of each day, the Treasurer counts the total deposit of all department payments brought in and scans in all back-up documentation brought with payments to be attached in the AS400 system.
 - The back-up information provided by departments can vary from notes handwritten on a check to a standard form to a memo.

Current Challenges/Goals for a New System

- The County would like the new system to assist in enforcing a consistent policy for taking payments County-wide.
- The County would like the new system to generate uniform receipts.
- The County would like tighter controls on cash received.
 - Cash may have been received at the department level but the Treasurer, and subsequently the Auditor, won't know about the payment until it's brought to the Treasurer and the Treasurer posts it to the general ledger.
- The County would like to more easily match payments with receivables.
- Departments are not consistently writing receipts when they receive payments (e.g., HR does not give a COBRA payment receipt).
- The County's permitting system does not integrate with the AS400 system, so payments for permits do not automatically post to the general ledger in real time.

4.3 Bank Reconciliation

The County has seven bank accounts they reconcile as well as one treasury account and some non-interest bearing accounts for grants. The County court system has another three accounts, but they perform their own bank reconciliations.

For check reconciliations, the banks provide electronic statements, which are first downloaded into SQL and then secondarily uploaded into the AS400 system. All other types of transactions (e.g., wire transfers, which are typically for investments) are reconciled through spreadsheets. The County estimates it takes between one and two days to complete their monthly bank reconciliations.

Wire transfers are manually posted to the general ledger. For investments, the County takes cash general ledger transactions from the AS400 system, loads them into Sympro, and then moves the investment allocations back to the AS400 system. ACH receipts are all recorded to the general ledger through the accounts payable/receipts process. Payroll disbursements are uploaded automatically.

Current Challenges/Goals for a New System

- The current investment process is cumbersome: The County has to take investment activity from the AS400 system, load it into Sympro, and then move it back to the AS400 system. The entire process can take one to two days since Sympro runs so slowly.
- Bond payments are a very manual process. All payments are sent by ACH, and then a manual journal entry is made. The bond trustee bank accounts, which are separate from investment, depository, and checking accounts, are then manually reconciled to the general ledger. The trustee of an account also has to manually enter interest earned.

Section 5: Asset Management

5.1 Fixed Assets

The County tracks assets with a value of a \$1,000 or more; a capital asset is defined by the County as one with a value of \$10,000 or more. The Auditor's office issues asset tags, which are physical barcodes attached to the asset and can be scanned at inventory time. Additionally, Public Works also maintains a subset of fixed asset records with detailed items for each, including outside repair costs, internal repair costs, and fuel charges. Any expenses incurred by other County departments are billed to each department on a monthly basis. Payments to Public Works are made via journal entries. This subset of records is also used to verify insurance schedules with the County's risk manager.

Vehicle procurement is not centralized, and each department that purchases a vehicle requests a fuel key from the Public Works Department. Prior to issuing a fuel key, the Department records vehicle details, which are obtained from the department/office making the purchase, the Purchasing Department, and the Auditor's office, into a fleet management system and a fuel system.

The County manually tracks assets within the AS400 system, including the funding source, but it is separate from the general ledger. m-Power is used for asset reporting. Assets are reconciled once a month, and physical inventory is performed annually. Departments are given autonomy to follow their own inventory tracking process as long as they meet the Auditor's minimum requirements (i.e., tracking all assets with a value of at least \$1,000).

In addition to physical assets, more intangible items such as software, warranties, and maintenance providers are tracked. Once retired, departments with these types of items will send a list to the Auditor to retire them in the AS400 system.

Purchasing handles all asset disposals, regardless of initial cost and whether or not the asset was tagged for inventory purposes. For assets being traded-in as part of a replacement asset procurement process, the Purchasing Department will obtain a completed Asset Disposal Form and route to the Commission for approval in conjunction with the procurement contract approval process. For other asset disposals that occur throughout the year, the requesting office completes an Asset Disposal Form, which is routed to the Auditor's office so that specific information can be provided/verified (asset tag number, date of purchase, original purchase price, grant funds used for initial purchase, account code to be used for receipting sale proceeds, etc.) The completed form is routed to Purchasing. Since the County Commission is statutorily responsible for the County's assets, Purchasing accumulates disposal forms and takes to the County Commission for approval of disposal. Following approval for disposal, Purchasing determines the appropriate method (auction, trash, Invitation for Bid, etc.) and disposes of the asset. An asset can't be removed from the AS400 system until the Commission approves of disposal and a proof of sale/pick-up is provided. Additionally, if the asset is a vehicle, it is

also removed from the fleet management and fuel systems when the vehicle is disposed of.

HR is provided with an e-mail about disposals since they have to provide annual reports on vehicles for insurance purposes. Whatever vehicles the County has on the books as of January 2nd of each year determines their insurance rate for the year. Depreciation calculations are run once a month and are posted to the general ledger. Different classes of assets have different parameters.

Current Challenges/Goals for a New System

- The current system does not allow for a history trail of an asset's physical location.
- Component assets such as light bars or in-car computers are not attached to the larger asset in the AS400 system.
- The County wants to integrate assets with purchasing, accounts payable, and the general ledger.
- The monthly asset reconciliation process is cumbersome.
- The County would like to be able to start fixed asset activity for the next fiscal year before closing out the current year.
 - The County is usually doing three months' worth of depreciation each April under the current processes.
- HR would like to have the ability to see what vehicles are pending disposal to know in advance the asset count prior to the January 2nd insurance rate reporting deadline.

Section 6: Community Development

The County Assessor maintains all parcels within the County. Parcel splits occur daily and begin when a subdivision platte is filed with the Recorder of Deeds' office. That information is picked up by the Assessor's office who is responsible for splitting parcels. Once the process is completed, the County's GIS system, which is ARC ESRI 10.2, is updated. Since it's centralized, Resource Management can see the newly-split parcels through the mapping software.

When a new parcel is created that would qualify as a lot, it may or may not require a survey. Resource Management gets involved when plans are submitted to put a building on a lot.

6.1 Licenses

The issuance of licenses falls under various County departments, depending on the type of licenses. All licenses are entered and tracked with the AS400 system.

Licenses issued by the County include:

- Merchant license
 - License issued by Clerk's office
 - Schedule is calendar year
 - Fee is \$25/year
- Liquor license
 - License issued by Clerk's office
 - Schedule is July to June
 - Fee varies based on type of liquor sale (i.e., packaged, wine, Sunday sales, etc.)
- Food operator's license
 - Schedule is July to June
 - Fee is based on gross receipts and health risk (as determined from information from the Health Department)
- Auctioneer license
 - License issued by Clerk's office
 - Schedule is calendar year
 - Fee is \$50/year
- Marriage license
 - Fee is \$51

The County does not issue any business licenses and offers very little license fee prorations.

All licenses except for marriage licenses must be renewed annually with a renewal fee attached. Merchant, liquor, and auctioneer licenses have a flat annual fee. Food operator license fees are based on a matrix. The County's policy is that license

renewals must be done in person; there are no online renewals available at this time.

No inspections are required as part of the merchant or liquor license process. The County's GIS mapping links licenses with both permits and code enforcement but shows limited business information.

The Health Department tracks gross receipts on an Excel spreadsheet to determine license fees, which is imported into the AS400 system for billing purposes.

6.2 Permits

Boone County issued approximately 850 permits in 2013. The types of permits issued by the County include:

- Building permits
 - One building permit covers all phases of construction
- Right of way permits
 - \$150 deposit
 - The County will refund the difference between the deposit amount and the cost of the inspector's time to complete the inspection.
- Driveway permits
 - Only for county roads; no state roads
- Neighborhood improvement district permits
- Pass through wastewater permits
- Land disturbance permits

The expiration process for permits is manual. If no work has taken place within six months of the permit issue date, the permit is supposed to become void; however, the County tries to work with property owners to make sure the work gets completed. If a property owner becomes non-responsive, the County will void the permit after nine months. If a construction project remains ongoing on a continuous basis, the County will allow for a single permit to remain active for a much longer period of time (e.g., years).

The numbering of permits is different between commercial and residential projects. The small community permit numbering sequences are also different from one another depending on their size. Permit numbers are manually generated and are not system assigned.

Missouri doesn't require contractors to hold a license, be bonded or have insurance. The information required to show on a permit includes:

- Location
- Address for 911 location
- Estimated cost of construction
- Permit fee
- Wastewater collection
- Tax parcel number
- Issue date
- Applicant
- Mailing address

- Section/township/range
- Project type
- Directions to site
- Owner's name

The County requires permits to be paid for in advance, and the cost of the permit is based on the type of construction and the square footage involved. The County uses a spreadsheet with built-in formulas to calculate each permit fee.

The status of a permit can be checked by a phone call; there are no online contractor self-service capabilities currently.

Missouri state law allows for houses to be built without plans; the residence is only required to meet code. Therefore, the County doesn't do plan reviews for residential projects. They do plan reviews for commercial projects of more than 1,200 square feet. Boone County performs all county and small community building inspections with the exception of Hunstdale and McBaine.

The County currently has a team of three inspectors plus the Chief Building Inspector. At the time of the BPR, there's an open position to add a fourth inspector. Inspections are scheduled by phone. Types of building inspections include:

- Footing
- Structural
- Groundwork plumbing
- Electrical
- Plumbing
- Insulation
- HVAC
- Final

On-site wastewater and driveway location inspections have to be completed prior to any other inspection being performed. These inspections are performed by the Health Department or construction inspectors and not by building inspectors. If an inspection fails, a re-inspection is scheduled, although never for the same day.

When possible, a partial approval is given on items that passed inspection so that work in those areas can continue. The inspector will leave notes on the job site or with the contractor. When back in the office, the inspector will enter into the AS400 system the date of the inspection, the inspector's initials if the inspection passed or "NA" if it failed. Pictures taken by inspectors are loaded onto a network drive and labeled with the building permit number.

The County tries to have the same inspector perform the re-inspection as did the original one; however, in case that's not possible, all inspectors are encouraged to take thorough notes. When going out for a re-inspection, a packet is provided to the inspector from the original inspection.

The County does not charge an inspection fee but will charge \$20 for a re-inspection fee. Additionally, the contractor must come to the County building to pay the re-inspection fee.

State statute requires the County to keep permits on file as long as a structure is standing. They keep seven years' worth of permits onsite; permits older than that are moved to long-term storage location.

6.3 Code Enforcement

The County is responsible for code enforcement around zoning issues, whereas the Health Department is responsible for issues related to animal control and nuisance ordinances. For violations that fall under the Health Department's purview, if the owner doesn't comply, the cost of the mitigation (e.g., mowing an uncut lawn) is attached to the property owner's tax bill. The Health Department does not have access to the AS400 system to track violations they manage, and the violations they address are not mapped.

For zoning issues, the process for addressing complaints is:

- The County receives a call or e-mail reporting a potential code violation.
- A code officer goes to the address to inspect and takes pictures.
- If there is a violation, the County sends a violation notice to the property owner who has 30 days to respond or comply.
- If after 35 days there is no response from the property owner, the inspector will return to the property for a re-inspection.
- If the violation still exists, a second letter is sent giving another 10 days to comply followed by another re-inspection if there's no response to the letter.
- If the violation still exists, the violation is turned over to the legal department.
 - If judgment is for the County, the judgment can be a misdemeanor but sometimes involves jail time.
 - No fees are charged for the inspections.
 - Inspectors have to appear in court as a witness to the violation.

Information about zoning violations is not stored in the AS400 system. It's tracked in a spreadsheet that's stored on the County's S:/ drive, which also links the violation to the GIS map. It also links to a Word document, which is the code enforcement officer's narrative of the inspection.

6.4 Project Planning

Types of projects the County manages include:

- Subdivisions
- Re-zoning
- Board of Adjustment
- Conditional use permits
- Planned developments

Subdivision projects are also tracked through a spreadsheet in addition to using the AS400 system. The County assigns a project manager who creates a project file, which includes dependencies. However, the AS400 system does not prevent the project from moving to a next step if the previous step wasn't completed.

The AS400 system does not generate any project letters, and time restrictions are in place but are not automated.

Fees associated with projects include:

- Application fees
- Processing fees
- Re-zoning fees
- Conditional use permit fees
- Subdivision fees
- Subdivision recording fees

Fees are manually calculated and are based on the size of the project and the number of lots involved.

Resource Management uses Replicon, a time management program to track billable hours that can be assigned to specific public projects. A subscription fee for Replicon is based upon number of users. At this time, Replicon is only being used by the Design and Construction Division (16 positions out of 27 employees). This information is not integrated with payroll.

Projects are numbered sequentially and do not indicate what type of project it is. Project numbering is not system generated.

Current Challenges/Goals for a New System

- The permit application process is time-consuming. The County would like to incorporate any efficiencies as possible with a new system; however, given the rural nature of the community, the County believes the process is better face-to-face.
- The County would be interested in the ability to perform/complete inspection reports in the field.
- The County would like to have automated alerts and notices related to dates around permit expirations, inspections, re-inspections, etc.
- The County would like to offer citizens the ability to submit complaints online with the option to remain anonymous and to view a map of previous violations.
- Project planning is an increasing need with the County. The AS400 tool in place now was always viewed as an interim solution.
- The County would like guidance on best practices and to understand what solutions are available in the market.

Section 7: Human Resources

The County has a total of 450 FTE employees, with 410 of those being employees who qualify for benefits. There are also seasonal employees not included in this number. All employees are paid bi-weekly whether they're hourly or salaried. FLSA calculations happen monthly.

Human Resources also uses the AS400 system, but the HR functionality is separate from the County's payroll system. HR maintains a class code file in which each position's title, pay range, and exempt status are maintained. HR also keeps all employee demographic, education, and dependent information.

The County currently has no central repository of employee records; departments maintain their own employee records. The Clerk's office does maintain official employee information such as hire date, pay rate, etc. For personnel actions, the Clerk's office uses a paper form to capture the action that then goes to the Auditor to check against the budget.

Payroll is housed within the Clerk's office. The Director of Human Resources is appointed by the County Commission.

7.1 Hiring

Departments can make their own hiring decisions and are not required to get the approval of Human Resources. They often partner with HR, though, to find applicants and can either use the AS400 system or follow a paper-based process. When a department has an open position that has been budget-approved, the department contacts HR to begin the applicant search process. HR posts the open position on the County's website and other resources (e.g., Indeed.com), depending on the type of position.

Applicants can create an account online with the County that includes an applicant profile that captures demographic information, education, job history, the position the applicant is applying for, resume, skills, and certifications. They are able to attach documents and apply to multiple jobs at one time. The applicant data captured online goes directly into the AS400 system; however, it doesn't feed into Payroll if the applicant is hired. The new hire's information has to be re-keyed into the Payroll system at that point.

The hiring department can go into the system to review the applicants for the role and can decide who gets access to see applicants. Applications go into the m-Power system, where HR can continue to access the information.

7.2 Benefits

Benefits offered by the County include:

- Health (Anthem)
 - Prescription assistance (Caremark)
- Dental (Assurant)
- Vision (Assurant)
- Long-term disability (Assurant)
- County-paid life (\$20,000)
- Voluntary life
- Flexible spending
 - Health

- Dependent care
- 457 with 401(a) matching (Nationwide and Great West)
- Mandatory pension and mandatory 401(a)
- Five retirement accounts
- State program for tuition saving

The County offers payroll deductions for gym membership fees; however, the County does not currently offer gym membership discounts as a benefit to employees.

Open enrollment begins in November for a January 1st start date. HR prepares packets that are distributed to employees through multiple meetings scheduled when open enrollment begins. If employees don't attend one of the meetings, the packet is sent to them via interoffice mail.

Open enrollment for ASI flexible spending accounts and dependent care is completed online by the employee. Changes to the plan any other time of year through must go through Human Resources.

Life events that occur throughout the year are still paper-based.

HR estimates a new hire takes two to three hours to enroll in all County benefits; the County hired approximately 55 new employees last year. Life event changes and open enrollment changes take an average of one hour per employee. Last year HR made 133 open enrollment changes and between 50 to 75 life event changes.

The Auditor's office doesn't enter Personnel Action Form information into the AS400 system but reviews for any budgetary impact, signs, and forwards to the County Commission.

Some County departments track training, such as the Sheriff's Department, Public Works, and IT, but this isn't done within the AS400 system. HR also tracks some training for insurance purposes. Training will be a growing need, particularly with required sexual harassment training.

Performance evaluations also vary depending on the department, and each department maintains their own evaluations versus being centralized within HR. And the grievance process is not a fine-tuned set of steps countywide. Some of the collective bargaining unions do have a distinct policy for filing a grievance.

7.3 COBRA

COBRA processing is done through a TPA. The County's system of notification and enrollment is paper-based; however, After the first payment is paid to the County, the TPA COBRA information is available for review and changes online through www.benefitadminsolutions.com.

7.4 Workers' Compensation

Human Resources handles the majority of workers' compensation claims and tracks claims using a spreadsheet. The Sheriff's Department and Public Works have their own workers' compensation staff member who manage all of their claims.

Gallagher/Basset is the TPA used to process claims. The process for filing a claim is as follows:

- HR staff member goes online to submit a claim;
 - Public Works and the Sheriff's Department have their own password and file their own claims without HR's involvement, although HR can view all claims included Public Works' and the Sheriff's Department's.
- If the employee is on full Workers' Comp, the TPA pays

The Payroll system does not have a mechanism to flag any employees on workers' compensation.

7.5 Personnel Changes

If an employee is given a raise that's within budget, nothing has to go through Human Resources. If an employee completely changes positions, HR has to be involved in the process.

7.6 Retirement Benefits

Retiree benefits only apply to the employee and doesn't cover their spouse; the spouse has to use COBRA. The County does not pay retirement benefits. If a retiree is vested in the retirement system and is under 65, they can be enrolled in County-provided benefits. Payments go to Anthem, but the retiree enrolls through the County HR department.

Current Challenges/Goals for a New System

- The County would like benefit changes to be online and to provide employees with a portal to access all information, forms, etc. instead of the paper packets.
- Employee history is stored in paper files, which are maintained in the Clerk's office. HR has to go to the Clerk's office to check an employee's file.
- Currently there is a delay between an employee leaving the County and HR being notified so that benefits continue past the time they need to.
- The County would like to change the paper-based Personnel Action Form process into an electronic process.
- The County would like to institute a more formal grievance process and automate it through the new ERP.

Addendum: Payroll

The elected County Clerk is responsible for the County's payroll activities. Except for various payroll-related references noted throughout this document, Payroll was excluded from the scope of this Business Process Review. The following provides a brief overview of the current payroll environment and process.

All county offices submit paper-based payroll requisitions on a bi-weekly basis to the Clerk's office. Using internally developed software, the Clerk's office creates time transactions for each employee and enters the information from the requisition such as hours worked (if different from the default values), vacation/sick taken, overtime, shift differential, special pay, etc into the system. Payroll checks are printed in the County Treasurer's Office and ACH transactions are handled by the Treasurer's Office as well. The Clerk's Office is notified once checks and non-negotiables have completed. The Clerk's Office submits the final payroll process which updates the payroll database. This process also updates other database files that are used in various data transfers by the Clerk's and the Treasurer's office, such as direct deposit to banks, retirement, disbursements, tax withholding amounts, etc. Payroll journal entries are created which are reviewed by the Auditor's office. Once approved, the Auditor's office executes the trial and final processes which posts the Payroll journal entries to the general ledger.

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

County of Oakland)
)ss
State of Michigan)

My name is Adam Rujan. I am an authorized agent of Plante & Moran, PLLC
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

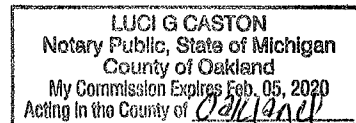
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

 7/25/16
Affiant Date

Adam Rujan
Printed Name

Subscribed and sworn to before me this 25 day of July, 2016.


Notary Public



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



Company ID Number: 65719
Client Company ID Number: 713923

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Plante & Moran** (Employer), and **SilkRoad technology, Inc.** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 65719
Client Company ID Number: 713923

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and D I G respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Plante & Moran

Melanie A. Ceo
Name (Please Type or Print)

Senior HR Consultant
Title

Melanie A. Ceo
Signature

9-24-13
Date

E-Verify Employer Agent SilkRoad technology, Inc.

Elizabeth Christensen
Name (Please Type or Print)

Title

Electronically Signed
Signature

09/24/2013
Date

Department of Homeland Security -- Verification Division

Rebecca K Green
Name (Please Type or Print)

Deputy Chief E-Verify
Title

Rebecca K Green
Signature

09/24/2013
Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Plante & Moran



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

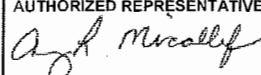
PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: Amy Micallef, CIC, LIC, AAI PHONE (A/C, No, Ext): 734-525-2445 E-MAIL ADDRESS: amicallef@mma-mi.com	FAX (A/C, No): 734-525-1841
	INSURER(S) AFFORDING COVERAGE	
INSURED PMHOLDI P&M Holding Group, LLP & Subsidiaries; Plante & Moran, PLLC; Project Temps, LLC c/o Bonnie Kozikowski 26300 Northwestern Hwy., #120 Southfield MI 48076-3750	INSURER A : Federal Insurance Co	NAIC # 20281
	INSURER B : Great Northern Ins Co	NAIC # 20303
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1305516671 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 Deduct. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		35756613	3/13/2016	3/13/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		73263017	3/13/2016	3/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79833330	3/13/2016	3/13/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71653087	3/13/2016	3/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Boone, Missouri is included as an additional insured for commercial general liability coverage to the extent provided in the attached form #80-02-2367 and for auto liability to the extent provided in the attached form #16-02-0292.
 The insurance carrier will provide the Certificate Holder with direct notice of cancellation to the extent provided in the attached form #80-02-9780 for commercial general liability and in the attached form #16-02-0252 for auto liability.

CERTIFICATE HOLDER County of Boone, Missouri c/o Purchasing Department 613 E. Ash Street Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Liability Insurance

Endorsement

Policy Period MARCH 13, 2016 TO MARCH 13, 2017
Effective Date MARCH 13, 2016
Policy Number 3575-66-13 MBO
Insured P & M HOLDING GROUP LLP AND SUBSIDIARIES
Name of Company FEDERAL INSURANCE COMPANY
Date Issued MARCH 23, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. -- CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. -- WHO IS AN INSURED -- of SECTION II -- LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. -- WHO IS AN INSURED -- of SECTION II -- LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.



D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 -- WHO IS AN INSURED -- of SECTION II -- LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Policy Number

ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

NOTICE OF CANCELLATION

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with Notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

"Per schedule on file with company"

Policy Conditions

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s):

Address:

Reference Copy

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to read "P. H. Q.", is written over a horizontal line.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

9th

day of

August 20 16

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

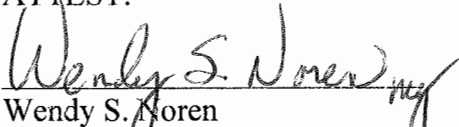
Now on this day the County Commission of the County of Boone does hereby award bid 17-29APR16 – Short Term Lease of Real Property for the Central Missouri Events Center as follows:

	<u>Facility</u>	<u>Annual Amount</u>
Veterans United Home Loans	Coliseum	\$25,000
	Sapp Building	\$2,500
	Parking Lot north and east of Coliseum	\$2,500
United Parcel Service	Parking area to be used as a trailer staging area	\$10,500

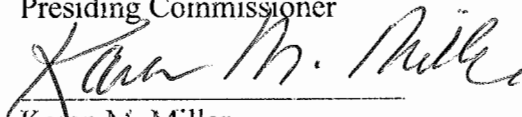
Terms of the bid award are stipulated in the attached Facilities Usage Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Facilities Usage Agreement.

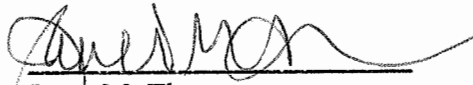
Done this 9th day of August, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 1, 2016
RE: RFP Award Recommendation: *17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center*

Request for Proposal *17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center* closed on April 29, 2016. Three proposal responses were received.

The evaluation committee consisted of the following:

Dan Atwill, Presiding Commissioner
June Pitchford, County Auditor
Brian McCollum, County Collector
Dwayne Carey, Sheriff

The evaluation committee recommends award for a three-year period per their attached Evaluation Report as follows:

	<u>Facility</u>	<u>Annual Amount</u>
Veterans United Home Loans	Coliseum	\$25,000
	Sapp Building	\$2,500
	Parking lot north and east of Coliseum	\$2,500
United Parcel Service	Parking area to be used as a trailer staging area	\$10,500

Revenue will be deposited in department 1190 – Non-Departmental, account 3822 – Other Lease Revenue.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

17-29APR16 – Short-Term Lease of Real Property – Central Missouri Events Center

OFFEROR # 1: Mortgage Research Center, LLC d/b/a Veterans United Home Loans

X It has been determined that Veterans United Home Loans has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that Veterans United Home Loans has submitted a **non-responsive** proposal.

Strengths:

- Annual guaranteed lease payment of at least \$30K for coliseum, Sapp Building and parking lots.
- \$10K security deposit
- \$24K in annual idle property maintenance. Maintenance activities will be clarified within a contract if awarded.
- Local business that is active in the community
- Allow Boone County Sheriff access to the grounds for training at no cost
- Willing to negotiate with UPS for parking /storage – payment made directly to County
- Sublease to the Fair Board for \$10K – payment made directly to County
- In regards to VU's proposed use of property – states would use Boone County vendors
- Willing to sublease with consent from County
- Any "profits" from subleases would be paid over to the County
- Up to \$40K in repairs (not covered by the County)
- Financially stable company
- Will use for their functions
- 7 day subleases for \$10,000
- August 1 start date

Concerns:

- Minimum length and amount for subleases – may eliminate some other community projects and programs
- Clarify on page 3 of response, "Veterans United is willing to pay the proposed annual rent in its entirety of \$30,000 annually for the Coliseum and Sapp Building at the beginning of the contract year so the funds can be used for capital expenses."

OFFEROR # 2: United Parcel Service

X _____ It has been determined that United Parcel Service has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that United Parcel Service has submitted a **non-responsive** proposal.

Strengths:

- \$10,500 annual lease payment for small parking lot only – 3 years
- Has a prior relationship and agreement with the County
- Willing to accommodate for other activities that may use the property
- Will use the land “as-is” and assume responsibility for maintenance and repairs
- Start date upon execution
- Only parking empty trailers
- Insurance Certificate provided

Concerns:

- Did not fully address all aspects of Section E or special conditions of Section F
- No security deposit - however, will assume responsibility for maintenance and repairs

OFFEROR # 3: Parks & Events Management LLC

X It has been determined that Parks and Events Management LLC has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that Parks and Events Management LLC has submitted a **non-responsive** proposal.

Strengths:

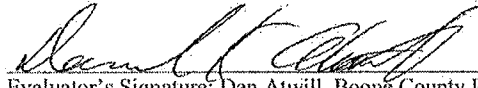

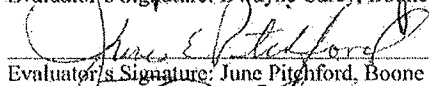

- Wants to lease the Coliseum - and reserve the rights to Sapp and Horse barns
- Suggests events for a variety of interests for the community - similar to TAG

Concerns:

- Annual lease payment from \$1 to \$3. No proposed revenue for the County.
- Only wants 1 year lease, with renewals. Could cancel after one year.
- Security deposit to be negotiated
- "Does not wish to subsidize a publicly owned facility" - does not anticipate any profitability
- Only interested in Coliseum, does not propose to maintain any of the grounds. Ground maintenance to be negotiated.
- Expects County to maintain HVAC and building repairs
- Does not feel the need to obtain prior consent from the County for subleases
- No specific mention of provisions for Fair or Boone County Sheriff
- ALL the contingencies listed in Addendum C
- P&EM shall have complete control of the CMEC web page.
- "The closing of CMEC may have resulted in a loss of up to 50% of the potential rental events in the first or 2nd year". Where did he get this figure?
- Intent in duplicating past use
- Provided two reference, not three as requested.
- Use of Sapp Building contingent upon sprinkler required waiver
- Capital expense & maintenance to be negotiated
- Requires re-keying of all locks
- Refuses to obtain vehicle insurance (which could make his response non-responsive)
- Requires positive return on investment.
- County must purchase 200 tables for his use.
- County pays water bill.
- County provides locking thermostats.
- He has only access (Sheriff not permitted)

- Objects to County pre-approval of use
- Provided limited financial information.

Summary: The evaluation committee initially met on May 10, 2016 and again on June 14, 2016. Following the completion of a thorough evaluation, the evaluation committee recommends award to both United Parcel Service and Mortgage Research Center, LLC d/b/a Veterans United Home Loans.

 Evaluator's Signature: Dan Atwill, Boone County Presiding Commissioner	6-14-16 Date
 Evaluator's Signature: Dwayne Carey, Boone County Sheriff	6-14-16 Date
 Evaluator's Signature: June Pitchford, Boone County Auditor	6-14-16 Date
 Evaluator's Signature: Brian McCollum, Boone County Collector	6-14-16 Date

372-2016

17-29APR16 - Short Term Lease of Real Property - CMEC

	Mortgage Research Center, LLC d/b/a Veterans United Home Loans	United Parcel Service	Parks & Events Management LLC
Description	Annual Price	Annual Price	Annual Price
Coliseum	\$25,000.00		\$1.00
Sapp Building	\$2,500.00		
Horse Barns (4)			\$1.00
Parking North & East of Coliseum	\$2,500.00		
Parking Area per Exhibit A		\$10,500.00	
TOTAL	\$30,000.00	\$10,500.00	\$2.00
Security Deposit	\$10,000.00	\$0.00	To be negotiated.
Term of Lease	3 years, with seven 1-year renewals	3 years	3 years with one-year renewal

Evaluation Report for Request for Proposal

17-29APR16 -- Short-Term Lease of Real Property -- Central Missouri Events Center

OFFEROR # 1: Mortgage Research Center, LLC d/b/a Veterans United Home Loans

It has been determined that Veterans United Home Loans has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Veterans United Home Loans has submitted a **non-responsive** proposal.

Strengths:

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- \$24K in annual idle property maintenance. Maintenance activities will be clarified within a contract if awarded.
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- Minimum length and amount for subleases -- may eliminate some other community projects and programs
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- Start date upon execution
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Concerns:

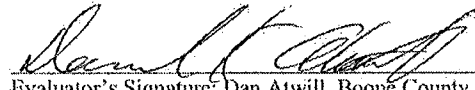
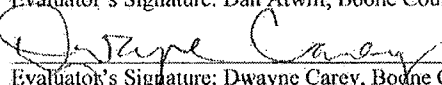
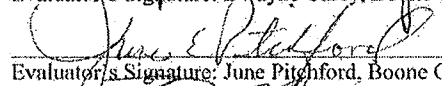
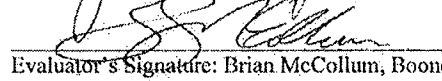
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- County must purchase 200 tables for his use.
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- County provides locking thermostats.
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372-2016

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372-2016

Summary: The evaluation committee initially met on May 10, 2016 and again on June 14, 2016. Following the completion of a thorough evaluation, the evaluation committee recommends award to both United Parcel Service and Mortgage Research Center, LLC d/b/a Veterans United Home Loans.

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Evaluator's Signature: June Pitchford, Boone County Auditor	Date
	6-14-16
Evaluator's Signature: Brian McCollum, Boone County Collector	Date

372-7016

17-29APR16 - Short Term Lease of Real Property - CMEC

	Mortgage Research Center, LLC d/b/a Veterans United Home Loans	United Parcel Service	Parks & Events Management LLC
Description	Annual Price	Annual Price	Annual Price
Coliseum	\$25,000.00		\$1.00
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Parking Area per Exhibit A		\$10,500.00	
TOTAL	\$30,000.00	\$10,500.00	\$2.00
Security Deposit	\$10,000.00	\$0.00	To be negotiated.
Term of Lease	3 years, with seven 1-year renewals	3 years	3 years with one-year renewal

FACILITY USAGE AGREEMENT

THIS AGREEMENT dated the 9th day of August 2016, is made between **County of Boone**, 801 E. Walnut, Room #333, Columbia, Missouri 65201 (County) and **Mortgage Research Center, LLC, d/b/a Veterans United Home Loans** (VU), c/o Sandy Overacre, Director of Office Administration, 1400 Veterans United Drive, Columbia, MO 65203:

WHEREAS, County owns real property and improvements located at 5212 North Oakland Gravel Road, commonly known as the Central Missouri Events Center and/or the Boone County Fairgrounds (CMEC), (hereinafter referred to as "the Property"); and

WHEREAS, County has closed the CMEC and is currently minimally maintaining the Property; and

WHEREAS, County cannot warrant the condition of the Property as suitable for any particular use, including the use of the Property for any private social event; and

WHEREAS, despite the inability of County to maintain the Property and ensure the same will be suitable for VU's desired use, VU desires to use the Property for a private social event (Event) and other possible uses as contemplated in VU's RFP response referenced herein; and

WHEREAS, VU has agreed to accept the Property in "as is" condition without any guarantees regarding the functioning of the buildings and the buildings' systems; and

WHEREAS, VU plans to bring all supplies and infrastructure that is necessary for VU's use, and shall return the property to County clean and without any excessive wear and tear at the conclusion of VU's use.

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

1. **Contract Documents** – This agreement shall consist of this Facility Usage Agreement, RFP #17-29APR16, Addendum #1, Addendum #2, Addendum #3, Addendum #4, and the VU RFP Response signed by Sandy Overacre dated April 27, 2016. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Facility Usage Agreement shall prevail and control over the other incorporated documents.

2. **Term** – The term of this Agreement shall begin on August 1, 2016 and run through July 31, 2019, a three-year period. The parties may by written, mutual agreement extend this Agreement for subsequent, one-year periods.

3. **Rent and Annual Rental Adjustments** – The annual rent shall be paid to the County at the address for the County indicated above no later than 30 days after the commencement of a Lease Year (and thus no later than September 1st), and shall be calculated as follows:

- a. Year #1 (8/1/2016 – 7/31/2017): The annual rent shall be \$30,000, calculated as follows:
 - i. Coliseum: \$25,000
 - ii. Sapp Building: \$2,500
 - iii. Parking lot north and east of Coliseum: \$2,500
- b. Years 2 & 3 (and any agreed-upon extension periods): For lease years 2 and 3, on each August 1st anniversary of the extension period, the prior year's monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2016 shall be the increase amount for these lease purposes for the lease year that runs 7/1/2017 – 6/30/2018.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov under the "Clerk's" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year. County will provide VU written notice no later than thirty (30) days after the commencement of a lease year of the new rental amount due based on any CPI adjustment called for herein.

4. **Security Deposit** – VU agrees to pay a Security Deposit in the amount of Ten Thousand Dollars (\$10,000) no later than September 1, 2016. Said deposit will be returned to VU after the Property has been adequately cleaned and accepted by County in an undamaged condition, and after VU has paid the utilities due under this Agreement. If County applies the deposit to clean-up or the utilities, it will provide VU with an itemized list of those charges along with a return of any remaining deposit within thirty (30) days of the end of the Lease Term.

5. **Demised Premises** – The Demised Premises shall consist of the Coliseum, Sapp Building, parking areas to the north and east of the Coliseum, and such other areas of the property owned by County as are reasonably accessed for the maintenance and idle property management activities contemplated herein. VU understands that County has a separate Agreement with UPS for a trailer parking area north of the Coliseum property and VU's shared usage of that area is more fully addressed below, as well as an agreement approved by Boone County Commission Order 290-2016 with Jason Wilhite regarding the harvesting of hay in areas surrounding the Demised Premises.

6. **Usage of Demised Premises** – VU shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement, with the exceptions set forth in this paragraph.

- a. County-designated secured area. County's Facilities Maintenance Director may designate an area in the Coliseum building as a secure area that will not be generally accessible by VU or VU's sublessees. Any such area shall be shown to VU in a walkthrough to be arranged by VU and County prior to the commencement of the initial Lease Term on August 1, 2016.

- b. UPS Parking Area. UPS's leased parking area north of the Coliseum is set out in Exhibit "A" which is attached hereto and incorporated herein by reference, and that area shall be shared with UPS as set out herein. As to that area depicted in Exhibit "A", VU shall have the authority to designate to UPS a 14-day period in December of each year where UPS shall be required to provide such space in the trailer parking area as is necessary for VU's annual holiday party purposes. At the other times throughout the year, VU may approach UPS about coordinating the use of all or a portion of the area depicted in Exhibit "A" to accommodate other activities on the property as contemplated in VU's RFP Response (Sections E.1., E.3. and E.7.), however UPS shall have priority use to area depicted in Exhibit "A" during all times except for the 14-day period that VU designates in December of each year. During the 14-day period designated by VU to UPS, the area depicted in Exhibit "A" shall be shared by VU and UPS on terms and conditions mutually-agreed to between VU and UPS.
- c. Usage by BCSD. VU shall allow the Boone County Sheriff's Department to conduct training in and around the Demised Premises at mutually-agreeable times and at no cost to County.
- d. Possible usage for Boone County Fair. Subject to the usage by UPS as contemplated herein and by mutual agreement between VU and UPS, VU may allow a sublease of the premises to The Boone County Fair Inc., for purposes of its annual fair at a cost of \$10,000 in rental to be paid by The Boone County Fair, Inc., to the County. VU and The Boone County Fair, Inc., shall make such other arrangements regarding security deposits, utilities, and any other agreements on terms agreeable to VU and The Boone County Fair, Inc. In the event of a sublease to The Boone County Fair, Inc., adequate insurance coverage as approved by County will be required from The Boone County Fair, Inc., naming the County as an additional insured.
- e. Other possible usage by sublessees approved by VU. Subject to the usage by UPS as contemplated herein, and as contemplated in VU's RFP Response, Section E.7., VU may allow other subleases of the Demised Premises for periods of at least seven (7) calendar days in length with a minimum lease cost of \$10,000 and a minimum security deposit of \$5,000. Amounts payable for rent by any other sublessees which in the aggregate exceed VU's financial payments for rent, utilities, idle property management services (deemed value estimated at \$45,000 per Lease Year), and repairs as contemplated herein shall be paid to County as contemplated in Section E.1. of VU's RFP response. VU shall provide documentation concerning its revenues and expenses as reasonably requested by County to implement the provisions of this "profit" payment to County. Any other sublease of the property beyond the parameters contemplated herein shall be by mutual, written agreement of VU and County.
- f. General access by County. County will communicate with VU as is reasonably practicable as to any planned County access to the facilities that constitute the Demised Premises.

7. Idle Property Management Services – VU shall provide idle property management services during the term of this Agreement as set forth in VU's RFP response. VU shall provide such services as VU deems appropriate for purposes of ensuring the security of the property,

ensuring the viability of the Coliseum building's systems, for maintenance of the property, snow removal, repairs necessary to restore essential functioning of the property, and otherwise ensuring the property is in a condition suitable for VU's usage as contemplated herein.

8. Condition of Property, Repairs and Maintenance – VU and County agree to the following, specific provisions relating to the condition of the Demised Premises and any necessary repairs:

- a. As-is condition. VU agrees to accept the properties and buildings in “as is” condition without any guarantees regarding the functioning of the buildings' systems. VU acknowledges that County makes no warranties, express or implied, to any aspect of the property's fitness for any particular use. VU shall arrange for any necessary preparations to the grounds or Property that are necessary for VU's anticipated use, and shall arrange for all supplies and infrastructure that is necessary for VU's usage of the Demised Premises.
- b. Obligation to make repairs. VU shall make such repairs as VU or County determines are necessary for the essential functioning of the Demised Premises. VU's obligation to provide repairs shall not exceed an aggregate sum of \$40,000 in any calendar year before VU shall have the right to terminate this Agreement as set forth below. To the extent of any casualty loss that results in a payment from the County's insurer for damage to the Demised Premises, the parties may apply those insurance proceeds to repairs of the Demised Premises if the County decides to embark upon repairs caused by the casualty loss, in County's sole discretion.
- c. Personal property. County makes no representations about the availability of any personal property on the property. If VU desires to use any tables, chairs, or other property County has on site, VU shall return them at the conclusion of this Agreement and shall be responsible for any such property damaged or destroyed during VU's use of the property. No additional charges will be due to County for any available personal property.
- d. Notification of any damage. VU agrees to notify County's designee of any damage to the facilities or property during this Agreement.
- e. County maintenance of county roads. County will continue, to the extent of annual funding appropriated for that purpose, maintain the county roads that run through the subject property.

9. Utilities – VU will arrange for the placement of any meters or services VU desires on the property directly with the appropriate utility provider. In addition, VU and County have made the following, specific agreements relating to existing utilities on the property:

- a. Ameren (natural gas). VU will make arrangements with Ameren Missouri to transfer the gas meter associated with account number 95002-14137 which is currently in County's name to VU. At the conclusion of this Agreement, VU will coordinate with County to have said meter transferred back to the County's name.
- b. City of Columbia (water). VU will make arrangements with the City of Columbia to transfer the water meter associated with account number 401535-115700 which is currently in County's name to VU. At the conclusion of this Agreement, VU will coordinate with County to have said meter transferred back to the County's name.

- c. Boone Electric Cooperative (electric). VU will make arrangements with Boone Electric to transfer the following accounts to VU's name, and at the conclusion of this Agreement VU will coordinate with County to have said meters transferred back to County's name:
- i. Account 14508002 – 5212 N. Oakland Gravel Road Pumping Station
 - ii. Account 14513002 – 5212 N. Oakland Gravel Road Coliseum
 - iii. Account 14553002 – 5212 N. Oakland Gravel Road Horse Show Office
 - iv. All other Boone Electric accounts in County's name for lights shall remain in County's name and be paid by County during this Agreement.

10. ***Security of Property during VU's Annual Holiday Party*** – VU agrees that it will make adequate arrangements for security during VU's annual Holiday Party and VU agrees it will be responsible for the payment of any fees for event security.

11. ***Use of Local Vendors for VU's Annual Holiday Party*** – Whenever commercially reasonable, in VU's sole discretion, VU shall use vendors with a physical presence in Boone County, Missouri, for products and services used in VU's annual holiday party.

12. ***Clean-Up of Property*** – Upon termination of this Agreement, VU agrees to return the property to County in the same condition as it found the property at the commencement of this Agreement, reasonable wear and tear excepted.

13. ***Insurance*** – VU shall carry liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy. Said insurance shall be at the following minimum amounts: Workers Compensation coverage per Missouri statutory limits and Commercial General Liability in an aggregate amount of \$3,000,000. VU shall provide a Certificate of Insurance in a form acceptable to County no later than September 1st of each year. County will carry casualty insurance on the Demised Premises on such terms and conditions as the County determines.

14. ***Indemnity and Hold Harmless*** – To the fullest extent permitted by law, VU shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of VU, of any VU subcontractor, of anyone directly or indirectly employed by VU or by any VU subcontractor, or of anyone for whose acts VU or any VU subcontractor may be liable, in connection with this Agreement.

15. ***Governing Law and venue*** – This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.

16. ***Authority of Signatories*** – Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

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

19. **Termination** – The parties have agreed to the following termination provisions for times other than the natural end of the Lease Term provided for herein:

- a. VU agrees to excuse County's performance of any obligations under this Agreement as to any particular portion of the property if it is determined by County, in County's sole discretion, that any condition of the Property makes the same unsafe or unfit for use by VU or others accessing the property. If County is unable to provide possession of all or a portion of the Property due to an unsafe condition, VU's annual rent shall be prorated through the date of notification by County of the unsafe condition and until such time as the condition is remedied. If the unsafe condition is not remedied within 30 days of notification by the County, either party may terminate this agreement through written notification to the other party of its desire to terminate.
- b. If repairs to the property deemed necessary by VU exceed the sum of \$40,000 in any calendar year, then VU shall have the right to terminate this Agreement upon 30 days written notice to County. VU's annual rent shall be prorated through the date of notification by VU of its intent to terminate under this provision. VU shall provide County with documentation reasonably available to VU of the scope of the necessary repairs and the related cost.

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

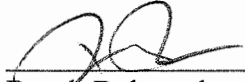
[Signatures follow on next page.]

Mortgage Research Center, LLC

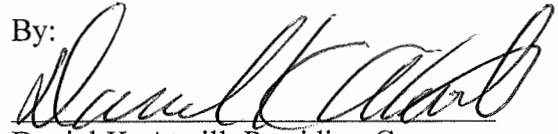
Boone County, Missouri

By:

By:



Brock Bukowsky, Managing Member

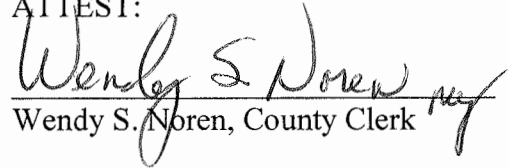


Daniel K. Atwill, Presiding Comm.

Dated: 7-22-16

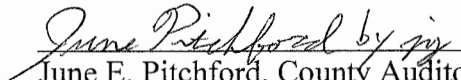
Dated: 8-9-16

ATTEST:



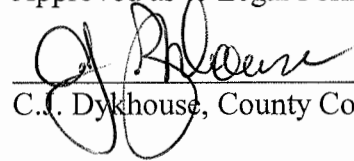
Wendy S. Noren, County Clerk

Acknowledged for Budgeting Purposes:
Revenue to: 1190-3822

 07/28/16

June E. Pitchford, County Auditor

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

Exhibit A (8/26/2014)
Boone County Fairgrounds



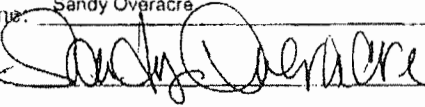
COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: Mortgage Research Center, LLC d/b/a Veterans United Home Loans
 Address: 1400 Veterans United Drive, Columbia, MO 65203
 Telephone: 573-876-2600 x3359 Fax: 573-445-7999
 E-mail Address: soveracre@veteransunited.com
 Web Site URL: www.veteransunited.com

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: Sandy Overacre Title: Director of Office Administration
 Signature:  Date: 4-20-16

1. The annual lease price shall be:

Coliseum	\$ <u>25,000</u>
Sapp Building	\$ <u>2,500</u>
Grandstand Area	\$ <u>N/A</u>

Ancillary Buildings – please list with proposed annual lease amount

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Miscellaneous – please list with proposed annual lease amount

_____	\$ _____
<u>Parking north and east of Coliseum</u>	\$ <u>2,500</u>

2. The proposed security deposit will be:

\$ <u>10,000</u>

3. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:

None

4. Proposed term of lease if other than three (3) years: 3 years, with seven 1-year renewals

5. Desired start date of lease: August 1, 2016



BOONE COUNTY, MISSOURI
**Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central
Missouri Events Center**

ADDENDUM #1 - Issued April 6, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County received the following questions and is providing a response:

a. **Could you please provide a year of utilities when the CMEC was open?**

Response: The total expense for Gas, Water, Electric, and Trash, combined:

2012: \$94,000

2013: \$106,000

2014: \$116,000

NOTE: These amounts were taken from TAG's financials and then increased by the amount of the County utility subsidy paid to TAG. This adjustment is necessary because TAG treated the utility subsidy as a reduction in utility expense within their financials rather than as revenue. TAG financials do not provide a break-out for gas, water, electric, and trash-- just the combined total.

b. **If multiple people join together to propose a lease, do each have to carry the three million general liability?**

Response: This will be determined during the evaluation/negotiation process.

c. **Who will be responsible to maintain the road in and out of CMEC?**

Response: The County will continue to maintain the road.

d. **Is water for the entire facilities on the same meter?**

Response: The horse barns, coliseum and cattle barns are on different meters. The same is true for electric.

e. **If a horse association wants to rent the Sapp Building and the horse barns, do the fire issues still exist?**

Response: Yes, the fire regulations still exist. These buildings/barns may be used for limited purposes but not assembly of people.

- f. If a horse association just rented the Sapp Building and the horse barns, what restrooms would we use?**

Response: An arrangement would have to be negotiated with the County and the organization that has leased the coliseum.

- g. If we prefer to submit a lease for a one year term rather than a three year term, may we do that?**

Response: Yes

- h. How often are the facilities inspected?**

Response: Boone County Facilities Maintenance inspects the facilities and equipment weekly. The fire extinguishers are inspected quarterly.

- i. Do the stalls stay in the barn if we propose on the horse barns?**

Response: Yes

- j. What have the costs been to the Boone County Fair for use of the CMEC for each of the past several years.**

Response: Information pertaining to the financial arrangement between TAG and the Fair Board (or any other entity TAG contracted with) is not available to the County.

- k. In the RFP's offered in 2014, the HVAC was covered by the County. Is that still the policy?**

Response: This is negotiable, however the introduction to the RFP points out that one of the goals of the County is to find some participation in the costs of the maintenance, which would include the HVAC system.

- l. The RFP says there is a telephone system in place. What has been the monthly cost of the system, and the cost of phone service.**

Response: TAG's financials show the following annual "telephone expense"; however, we have no way of knowing what detail cost components are included in the annual totals. All amounts rounded.

2012: \$3,300

2013: \$3,500

2014: \$3,600

- m. The RFP seems to seek only annual leases. Will short term leases be accepted, such as rental of the 22,000 sq of A/C multi-purpose room for one event, or the Coliseum, Sapp building and Ancillary buildings for one horse show?**

Response: One year is the minimum term considered.

- n. If an offeror proposes to lease just one building for one event, how will utilities be prorated?**

Response: A one year lease is the minimum term considered.

- o. Will all the insurance requirements remain for a one event lease?**

Response: A one year lease is the minimum term considered.

- p. Do the 53 meters include the ones given to campers?**

Response: The number of viable meter locations will need to be verified with Boone Electric, the utility provider. The electric costs will be borne by the individual tenant who requests the meter from Boone Electric, and it is expected each tenant will deal directly with Boone Electric and that all newly-placed meters will be in the name of the tenant.

- q. How many electric meters are there for campers?**

Response: Tenants will need to coordinate directly with Boone Electric to determine what number of individual meters the utility can set for the tenant in the tenant's name. The County does not anticipate allowing any additional meters to be set in the County's name.

- r. Will the location of the 53 electric meters allow for the electric usage for each building or facility to be determined independently?**

Response: This should be investigated by the tenant as precise records are not available.

- s. What is the electric usage in dollars for each building or facility for the last year TAG managed the facility.**

Response: TAG financials do not provide a break-out for gas, water, electric, and trash - just the combined total.

- t. Do the chairs in the multi-purpose room belong to the County and will they be available to the lessor?**

Response: They belong to the county. Specific needs should be referenced in your proposal response for consideration.

- u. How will the charges for water, sewer and trash be allocated among the various buildings and facilities for different contractors?**

Response: Your proposal response should reference what you need for further evaluation.

- v. Will the current minimal expenses paid by the County to continue essential services and water pipes from freezing be continued?**

Response: Your proposal response should contain what you would expect for whatever portion of the facility you are interested in leasing. Your proposal response will be evaluated with your requirements.

By:

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal# 17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center, receipt of which is hereby acknowledged:

Company Name: Mortgage Research Center LLC, d/b/a Veterans United

Address: 1400 Veterans United Dr., Columbus, MO 65203 Home Loans

Phone Number: 573-876-2600 x3359 Fax Number: 573-445-7999

E-mail: soveracrc@veteransunited.com

Authorized Representative Signature: Sandy Overacre Date: 4-26-16

Authorized Representative Printed Name: SANDY OVERACRE



BOONE COUNTY, MISSOURI
**Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central
Missouri Events Center**

ADDENDUM #2 - Issued April 11, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) If Offerors desire to view the property again, the Central Missouri Events Center will be open:
Monday, April 18
8:30 – 9:30 a.m.

2) The County received the following questions and is providing a response:

a. **I heard there were over 30 leaks in the roof of the multi-purpose building. Can this be verified? What if anything will the County do to repairs these before the building is leased?**

Response: The County is aware of roof leaks in the Coliseum building in the past, but our best information is that those leaks were repaired during the occupancy of Veterans United in December, 2015. The durability of those repairs is unknown. It is entirely possible that Coliseum building roof will experience some leaks, and until a funding stream is identified the County will only be in a position to make temporary repairs as is needed to prevent undue damage to the property. The Coliseum building had exceeded its economic life prior to the expiration of the County's agreement with the Boone County Fair Board. In your proposal, you should specify what your intentions would be regarding these sorts of repairs (how much would you be willing to spend, etc.) if your proposal includes a proposed rental of the Coliseum building.

b. **Are there any gas meters on the property, and if so, where.**

Response: There is one (1) gas meter located on the north side of the building.

c. **Where are the TAG records held so I can do some research on income for the various events.**

Response: See attached

d. Will a proposal be accepted for only the multi-purpose building and not the coliseum, or vice versa?

Response: The particular uses of a portion of the Coliseum building would be subject to negotiation, and it is possible that some proposal along those lines may be acceptable to the County. It should be noted, however, that the multi-purpose room of the Coliseum building is the portion of the property with the largest potential for maintenance issues (roof leaks, HVAC issues, etc.) that the tenant would be expected to contribute funds to remediating in order to restore the building to functioning for the tenant's intended purposes.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal# 17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center, receipt of which is hereby acknowledged:

Company Name: Mortgage Research Center, LLC d/b/a Veterans United Home Loans

Address: 1400 Veterans United Dr, Columbia, MO 65203

Phone Number: 573-876-7600 x3359 Fax Number: 573-445-7999

E-mail: soveracke@veteransunited.com

Authorized Representative Signature: Sandy Overacke Date: 4-20-16

Authorized Representative Printed Name: SANDY OVERACKE

Extracted from Unaudited Financials of TAG Events, LLC

TAG Events, LLC
Profit and Loss
Oct 2011 through July 2014

	Oct - Dec 2011	Jan - Dec 2012	Jan - Dec 2013	Jan - Dec 2014
Ordinary Income/Expense				
Income				
Society HS Income	\$ -	-	36,055.78	-
Horse Stall Sales	-	24,500.00	5,000.00	1,500.00
Management Fees From County	135,000.00	200,000.00	200,000.00	200,000.00
Utility Reimbursements From County	-	42,683.59	48,713.14	52,633.84
Events Rental	62,926.76	297,463.83	297,250.91	319,464.61
RV Hookups	3,852.00	40,248.00	37,095.00	40,100.01
Food & Beverage Sales	26,570.97	131,146.53	126,634.97	127,268.61
Shavings Sales	8,784.04	25,157.90	18,626.10	28,267.18
Total Income	237,133.77	761,199.85	769,375.90	769,234.25
Cost of Goods Sold				
Quality Horse Stalls	-	22,771.27	4,499.98	1,324.11
Food & Beverage Costs	12,832.55	63,928.77	58,374.74	60,608.66
Shavings & Events Supplies	5,394.90	18,623.10	18,672.64	20,461.65
Total COGS	18,227.45	105,323.14	81,547.36	82,394.42
Gross Profit	218,906.32	655,876.71	687,828.54	686,839.83
Expense				
Event Prizes	-	-	6,735.00	-
Travel	-	-	1,674.42	-
Supplies	-	-	2,410.99	-
Security Expense	-	1,200.00	(1,200.00)	-
Licenses & Permits	-	150.00	210.00	275.00
Pest Control	800.00	400.00	-	-
Freight	36.26	140.67	166.72	208.53
Payroll Expenses	42,246.62	221,815.93	220,194.95	196,114.46
Advertising & Promotion	4,785.02	7,443.41	1,541.72	410.00
Bank Service Charges	5.00	(28.00)	68.20	0.78
Business Licenses and Permits	50.00	-	-	-
Depreciation Expense	37,054.58	-	-	-
Dues & Subscriptions	-	761.02	1,223.64	1,118.42
Equipment Rental	43,079.56	154,575.00	153,962.50	142,762.50
Fuel & Oil	300.15	20.00	2,915.79	-
Insurance Expense	10,018.83	28,923.20	23,949.07	20,148.75
Janitorial Expense	2,701.15	13,380.52	11,965.63	10,243.91
Meals & Entertainment	108.92	33.25	40.25	-
Miscellaneous Expense	-	107.40	-	-
Office Supplies	1,538.85	6,212.62	4,872.92	3,594.15
Postage and Delivery	44.00	144.00	149.65	9.80
Professional Fees	1,340.00	480.00	11,609.26	2,000.00
Repairs & Maintenance	28,633.28	36,637.33	15,303.16	12,273.77
Contract Labor	10,673.00	9,827.24	10,503.00	17,025.59
Telephone Expense	678.13	3,285.82	3,489.90	3,648.21
Utilities				
Gas, Water, Electric, & Trash	6,088.29	50,906.29	57,444.59	63,007.93
Gross up for Utilities Net of County Reimb Above	-	42,683.59	48,713.14	52,633.84
Total Utilities	6,088.29	93,589.88	106,157.73	115,641.77
Cash Short (Long)	10.81	1,364.91	582.10	145.75
Total Expense	190,192.45	580,464.20	578,526.60	525,621.39
Net Ordinary Income	28,713.87	75,412.51	109,301.94	161,218.44
Other Income/Expense				
Gain on Sale	-	-	-	9,260.30
Other Income	66.56	380.35	638.79	203.50
Total Other Income	66.56	380.35	638.79	9,463.80
Total Income Subject to Lease % Split	28,780.43	75,792.86	109,940.73	170,682.24
Other Expense				
Profit Split Paid to County of Boone (i.e., partial Return of Management Fee)	-	53,055.00	73,268.25	116,685.62
Total Other Expense	-	53,055.00	73,268.25	116,685.62
Net Income	\$ 28,780.43	22,737.86	36,672.48	53,996.62



April 27, 2016

Ms. Melinda Bobbitt
Director of Purchasing
Boone County
613 E. Ash Street, Room 110
Columbia, MO 65201

Ms. Bobbitt,

The following is the response from Mortgage Research Center, LLC d/b/a Veterans United Home Loans to the Request for Proposal for Short-Term Lease of the Real Property Central Missouri Events Center #17-29APR16. As instructed, responses to Section E are below.

Section E. Proposed Scope of Services

Section E. 1. Proposed Real Property to Lease - Describe which of the buildings and property you are proposing to lease from section C. *Description of the Facilities/Property*. Offerors should specify the annual lease rate Offeror is willing to pay for each building and estimated number of acres proposed to lease. The lease rate should reflect the Offeror's estimation of the fair market value of an annual lease for a similar facility. If Offeror proposes a base lease payment and "profit" sharing, details of planned activities and anticipated profits should be included.

Response: Veterans United proposes to lease the Coliseum, the Sapp Building and the two main parking lots for a period of three years at a rate of \$30,000 annually. The expense would be broken down as follows.

Item	Cost
Coliseum	\$25,000
Sapp Building	\$2,500
Parking lots North and East of Coliseum	\$2,500
Total	\$30,000

Under this agreement, Veterans United proposes an annual payment to the County in the amount of \$30,000. Veterans United will maintain the grounds with adequate idle property management services estimated at \$24,000 per year.

Though Veterans United is not interested in running the Events Center in a profit making capacity, it will consider sub-leases. These will include allowing the Boone County Sheriff's Office to conduct training at no cost, sub-leasing parking facilities to United Parcel Service at a negotiated rate to be paid directly to the County and subleasing annually to the Boone County Fair Board the grounds in their entirety at a cost of \$10,000 to be paid to the County. In each case, the company will assume no liability, perform no maintenance and guaranty no facilities. The sub-leases will be considered triple net.

Veterans United will consider any additional subleases on a case-by-case basis.

Veterans United, while having no interest in making revenue from this lease, also proposes that should a profit ever be made on these facilities under its management that 100 percent of those



profits be paid directly to the County. A profit would be considered revenue made in excess of Veterans United's lease and maintenance expenses annually.

Section E. 2. Proposed Security Deposit - Describe what amount of security deposit you propose to secure all obligations under the Lease Agreement.

Response: Veterans United proposes a \$10,000 security deposit.

Section E. 3. Proposed Use of Property - Describe your proposed use of the property.

Response: Veterans United Home Loans has nearly 2,000 employees nationwide, and more than 1,500 of those employees are located in Boone County. Additionally, Veterans United employs more than 200 in Lenexa, Kan., nearly 60 in Irving, Tex., and another 200 across the country. The 1,500 employees in Boone County help Veterans and military families achieve the dream of homeownership across all 50 states and the District of Columbia from our offices in Columbia.

As Veterans United has grown, the company has sought to maintain its culture through multiple annual gatherings. Since Veterans United's founding in 2002, it has hosted an annual holiday party, and beginning in 2012 the company hosted the event at the Central Missouri Events Center. The event held most recently on December 12, 2015, include about 2,600 guests, many of which stayed in local hotels. The event used Boone County-headquartered vendors including A-1 Rentals and University Catering. The company's interest in leasing the Coliseum, Sapp Building and parking is to continue to host that event annually in Boone County. The Coliseum hosts the event, while the Sapp Building is used for staging purposes within fire code restrictions. To do so, the Company requires access to the property about five (5) days in advance and about five days (5) after its conclusion.

Veterans United has searched throughout mid-Missouri for another facility that meets size, parking, utilities and access requirements in December to host 2,500 or more guests. To the company's knowledge, the Central Missouri Events Center is the only facility between the Kansas City and St. Louis Regions large enough and available in December that will meet the specifications.

As a result of Veterans United's desire to continue hosting this event at this time of year in Boone County, it is willing to assume a lease in order to ensure the buildings are maintained in safe and sound condition.

From time to time, Veterans United may use the facilities for additional company functions, including department meetings, team trainings, culture events and other events as determined. Veterans United would provide notice to the County.

Section E. 4. Grounds Maintenance - Offerors should describe the amount of annual organizational commitment to maintaining the grounds, including a detailed description (or depiction) of the areas Offeror would be willing to maintain as well as the type of maintenance contemplated.

Response: Veterans United will provide adequate idle property management services for the Coliseum, Sapp Building, main road and parking lots during the term of the agreement. This is similar to the agreement Veterans United had with the County in 2015. The purpose of the maintenance shall be security of the property, ensuring the viability of building systems, for



maintenance of the property, snow removal, repairs as necessary to restore essential functioning of the property, and otherwise ensuring the property is in a condition suitable for Veterans United's annual holiday event. Veterans United may from time to time use the property for other company events throughout the year. The cost of this maintenance is estimated at \$24,000 annually.

Section E. 5. Capital Expense and Maintenance Contribution - Offerors should specify the amount of capital investment the organization is willing to make in the facilities over the term of the lease, either for routine maintenance items, capital improvements, or both. Offeror should propose an annual dollar threshold after which either party may terminate the lease. If the Offeror wishes to specify projects or describe improvements they would make, use this item for that purpose. Any proposals for idle property management services offered should be included in this item.

Response: Veterans United is willing to pay the proposed annual rent in its entirety of \$30,000 annually for the Coliseum and Sapp Building at the beginning of the contract year so the funds can be used for capital expenses. Additionally, Veterans United proposes providing adequate idle property management services estimated at \$24,000 annually. Additionally, revenues from the Boone County Fair and United Parcel Services agreements shall go to the County. Veterans United proposes County insurance cover any repairs, replacements or capital improvements that would or could be covered. If the repairs not covered by the County are estimated to exceed \$40,000 in aggregate for a calendar year Veterans United will have the right to terminate the agreement.

Section E. 6. Financial Stability of the Organization - Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease.

Response: Veterans United has annual revenues in excess of \$100 million, and has shown its ability to meet all lease obligations throughout Boone County.

Section E. 7. Sub-lease of Facilities - Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:
- with Sub lessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.

Response: Veterans United is willing to consider subleases of at least seven (7) calendar days long, with a minimum lease of \$10,000, and security deposit of \$5,000. This is essential as in all cases the company will provide no managerial support, maintenance, repair or any service to support a sub-lessor.

Section E. 8. Executive Summary - Narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.

Response: Veterans United's main point of contact will be Sandy Overacre, Director of Office Administration. Sandy's role at the company oversees its 12 Boone County-office locations, including leases, maintenance, staffing and logistics. Along with her staff, she has successfully led Veterans United's execution of leases at the Central Missouri Events Center since 2012. Her contact is 573-876-2600 x 3359 and soveracre@veteransunited.com.



Veterans United's ability to meet lease obligations can be seen in its multiple leases in Boone County, as well as its track record of successfully hosting events at the Events Center over the past four years.

Section E. 9. Timeline - Provide anticipated date of start of lease.

Response: The Company proposes the lease begin August 1, 2016, in order to allow for the proper preparation and maintenance for its event in December. The Company proposes the initial term of the lease extend three years to terminate July 31, 2018, and provide the company seven (7) one-year options to extend the lease.

Section E. 10. References - Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.

Response:

Veterans United maintain property leases with numerous companies throughout Boone County and the country. More references are available as needed.

Forum Development Group – Jay Lindner (573) 446-5500
1400 Forum Blvd., #10
Columbia, MO 65203

SV Investments, LLC – Dennis Palmer (573) 875-2200
4703 Garden Brook Ct.
Columbia, MO 65203

Garry Lewis Properties – Garry Lewis (573) 443-0509
30 Southampton Dr., #115
Columbia, MO 65203

Section E. 11. Cover Page Signature Form - The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

Response: Attached.

Ms. Bobbitt, thank you for the opportunity to respond to this RFP. Veterans United is happy to provide clarification, and discuss modifications necessary to come to an agreement.

Sincerely,

Sandy Overacre
Director of Office Administration
Veterans United Home Loans
573-876-2600 x 3359
soveracre@veteransunited.com



BOONE COUNTY, MISSOURI
**Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central
Missouri Events Center**

ADDENDUM #3 - Issued April 13, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County received the following questions and is providing a response:

- a. **What does the gas line power? Are the heating units in the multipurpose room gas or electric?**

Response: The heating units in the multipurpose room are electric. The units in the arena are gas. The gas line also serves any gas appliances that might be gas powered.

- b. **I already have the budget information you have attached. It does not provide a breakdown of the Events Rental income category as requested. Specifically, I am interested in the rental charges for each event in the multipurpose and Coliseum areas in order to prepare an intelligent pro forma for my bid, and to report a fair market rental usage dollar amount that is called for in the bid proposal.**

Response: In order to protect proprietary information and ensure competitiveness, TAG Events, LLC provided the County with aggregated performance data. The County does not have any open records of event-level rent data of the sort you are requesting. If TAG Events, LLC had provided that data to the County it would have become an open record available to any competitor in the region, which would have resulted in a lack of competitiveness during the pilot program the County pursued to TAG Events, LLC to determine the viability of operating the property as an events center. That would have been counterproductive to the goals of the pilot program. It is suggested that there are other sources of current, general market data in the hospitality industry for event room rental and similar figures that the vendor should pursue if the vendor believes that data will be helpful in forming a competitive proposal.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal# 17-29APR16 – *Short Term Lease of Real Property – Central Missouri Events Center*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central Missouri Events Center

ADDENDUM #4 - Issued April 28, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County received the following questions and is providing a response:

- a. **Are the fixed assets and the portable stalls that were listed in the 2014 RFP available for the successful contractor use?**

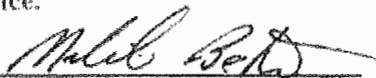
Response: No warranty or representation is made that all these items are available. Those submitting a proposal should satisfy themselves of what items are there. The items that are on the premises can be used by the successful applicant.

- b. **What is the Ameren account # for the gas meter outside the Coliseum?**

Response: Account #: 95002-14137.

There would be other meters that would need to be set by the providers if the vendor wanted natural gas in those buildings that are metered for it but do not currently have service.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #4** to Request for Proposal# *17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR SHORT-TERM LEASE OF REAL PROPERTY CENTRAL MISSOURI EVENTS CENTER (FORMERLY KNOWN AS THE BOONE COUNTY FAIRGROUNDS)

RFP #17-29APR16
Release Date: March 16, 2016

PRE-PROPOSAL CONFERENCE
March 29, 2016, 2:00 p.m.

Submittal Deadline:
April 29, 2016
not later than 1:00 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

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A. INTRODUCTION

The County of Boone – Missouri (the “County”) is accepting proposal responses for a lease of real property located at Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offeror shall designate in their proposal response which buildings and/or land they are proposing to lease, with an emphasis on the minimum footprint proposed to be a part of the lease arrangement. In addition, Offeror will be expected to describe in detail their anticipated use of the property. The County is looking for a proposal from a fiscally-sound entity that is willing to participate in the maintenance of the existing facilities and use the facilities in a community-oriented manner on an interim basis, as more fully described below. The County’s goal is to preserve the existing assets under a short-term lease while continuing to explore viable, long-term uses of the property.

Lease Term: The Lease commences upon execution of contract by both parties. The longest initial lease term contemplated at this time is three (3) years. The parties may mutually agree in writing to extend the Term by executing an amendment to the Lease. County would likely consider such extensions on a one-year basis after the initial term.

B. BACKGROUND

County Profile:

The County is a first class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 173,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 115,276, the City of Columbia serves as County seat.

Previous Management:

The County of Boone purchased the property known as the Central Missouri Events Center (CMEC) in 1999 for 2.4 million dollars. The management of this facility/property was provided by the Boone County Fair Board, Inc., (the Boone County Agricultural and Mechanical Society) from the time of purchase through the end of 2011. As a pilot program to determine the viability of operating the facility as an events center, the County issued a RFP in 2011 that contemplated a temporary taxpayer subsidy for the duration of the pilot program. TAG Events LLC was awarded a contract and managed the property from January 1, 2012 through June 30, 2014. As a result of the pilot program, it was determined in consultation with the contractor that the events center business model was not viable without a significant, ongoing public subsidy from a dedicated revenue stream. The County Commission proposed a sales tax initiative to the voters of Boone County on August 5, 2014, in an effort to provide the necessary, ongoing, dedicated public revenue to support the facility as an events center. That measure was defeated with approximately 66% of the votes being in opposition to the measure. The CMEC was closed in January, 2015, and has since been used only episodically.

C. DESCRIPTION OF THE FACILITIES/PROPERTY

The premises described below will be made available in the current condition without representation or warranty as to physical condition. All Offerors must be knowledgeable of the physical conditions of the buildings and grounds and other property which is the subject matter of this request and Offeror assumes full responsibility for same.

Location – Central Missouri Events Center, 5212 North Oakland Gravel Road, Columbia, Missouri.

Land Size – Property includes approximately 128 M-L light industrial zoned acres with street frontage on two sides and access from three internal publicly maintained drives.

Building Sites –

Coliseum – Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

Sapp Building – Approximately 22,000 square foot building adjacent to Coliseum with dirt floors and lighting for equestrian/agricultural events.

Grandstand Area - Dirt track with fixed seating capacity for up to 400.

Ancillary Buildings – Four (4) horse barns, (4) livestock barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.

Miscellaneous Features - Approximately 450 recreational vehicle hook-ups, large fenced gravel parking lot and steel pipe-fenced outdoor uncovered riding corral next to the Coliseum. Recreational vehicle hook-ups include electric and water, but not sewer. Any fees for placing and removing electric meters for RV-rental lots shall be borne by Contractor.

D. SITE UTILITY SERVICES

The Lessee shall be responsible for the payment of all utilities relating to the facilities covered within the scope of any final Agreement.

Electrical Service - Boone Electric Cooperative is the service provider for all electric meters located on site. There are approximately 54 meters.

Water Service – City of Columbia is the service provider for all water meters located on site. There are approximately five meters.

Sewer Service – The sewer system at this site is connected to the City of Columbia system. At the present time, the City of Columbia charges for this service. It is understood there are two sewer dumping sites on the property for use by the RV renters and other leased sites on the grounds.

Natural Gas – Ameren Missouri provides the gas service at this site but the exact location of this service is unknown.

Trash Service – City of Columbia provides the trash service. The Contractor is responsible for the removal of trash in a timely fashion.

Telephone Service - The Contractor may utilize the current telephone system located on site. The Contractor shall be responsible for the monthly service fees and any other costs associated with the use of this system.

E. PROPOSED SCOPE OF SERVICES

The County will consider proposed uses of the facilities that require a minimum footprint and are community-oriented in nature, as past experience indicates that for-profit enterprise activities that primarily utilize the Coliseum building create expense burdens (utilities, maintenance, etc.) that outpace enterprise activity generated revenues. Offerors should limit the scope of their proposed

lease to those portions of the property that are necessary to the Offeror's proposed use. Please address the following criteria in your proposal response:

1. **Proposed Real Property to Lease** – Describe which of the buildings and property you are proposing to lease from section C. *Description of the Facilities/Property*. Offerors should specify the annual lease rate Offeror is willing to pay for each building and estimated number of acres proposed to lease. The lease rate should reflect the Offeror's estimation of the fair market value of an annual lease for a similar facility. If Offeror proposes a base lease payment and "profit" sharing, details of planned activities and anticipated profits should be included.
2. **Proposed Security Deposit** – Describe what amount of security deposit you propose to secure all obligations under the Lease Agreement.
3. **Proposed Use of Property** – Describe your proposed use of the property.
4. **Grounds Maintenance** – Offerors should describe the amount of annual organizational commitment to maintaining the grounds, including a detailed description (or depiction) of the areas Offeror would be willing to maintain as well as the type of maintenance contemplated.
5. **Capital Expense and Maintenance Contribution** – Offerors should specify the amount of capital investment the organization is willing to make in the facilities over the term of the lease, either for routine maintenance items, capital improvements, or both. Offeror should propose an annual dollar threshold after which either party may terminate the lease. If the Offeror wishes to specify projects or describe improvements they would make, use this item for that purpose. Any proposals for idle property management services offered should be included in this item.
6. **Financial Stability of the Organization** – Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease.
7. **Sub-lease of Facilities** – Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:
 - with Sublessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.
8. **Executive Summary** – Narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.
9. **Timeline** – Provide anticipated date of start of lease.
10. **References** – Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.
11. **Cover Page Signature Form** – The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

F. SPECIAL CONDITIONS

Below is a list of special conditions that will govern the lease of the property.

1. Boone County would like Offerors to consider occasional no-cost use of the Coliseum building and grounds for police dog training and other law enforcement training activities conducted by the Boone County Sheriff's Department.
2. Boone County would like Offerors to consider low-cost use of the Coliseum building and grounds for the purpose of the annual Boone County Fair (for two weeks in July or August of each year) beginning in 2017.
3. All sub-leases of the facilities will be in accordance with the terms set out in the Proposed Scope of Services in this RFP.
4. Prior written approval is required if you intend to make any building modifications during the term of the lease.
5. The buildings are being leased "as is". Upon termination of Lease, buildings are to be restored to usable, clean condition.
6. Insurance: Lessee shall be responsible for procuring before the commencement and during the term of this Lease any insurance as specified on the attached Boone County Insurance Requirements.
7. No subleases shall be granted for any adult-oriented businesses or conventions.

G. INSTRUCTIONS

Delivery of RFP Responses: All RFP responses shall be **delivered before 1:00 P.M., Central Time**, on April 29, 2016 to:

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Identify on outside of envelope: **Response to Request for Proposal enclosed RFP #17-29 APR16**

Firms must submit one paper original and four copies (total of five). RFP responses will be opened at 1:00 p.m. on **April 29, 2016 in the Boone County Annex Building, 613 E. Ash St, Columbia, MO**. RFP responses must be submitted in a sealed envelope identified with the RFP number and date of closing. List the RFP number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

The following is a tentative schedule for the RFP process. Note times are central time:

- | | |
|--|---------------------------|
| a. Issuance of Request for Proposal | March 16, 2016 |
| b. Pre-Proposal Meeting with walk-thru | March 29, 2016, 2:00 p.m. |
| c. Deadline for Submitting Questions | April 22, 2016, 5:00 p.m. |
| d. RFP Response Deadline | April 29, 2016, 1:00 p.m. |
| e. Clarifications with Selected Offerors | May - June, 2016 |
| f. Award of Contract | Summer 2016 |

RFP Response Preparations:

1. RFP responses shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all responses to ensure required information is included. Failure to submit all information requested may result in a

request to submit the missing information. Responses which are substantially incomplete or lack key information may be rejected as incomplete.

2. Response should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered. Each response to *Section E – Proposed Scope of Services* should reference the corresponding requirement number in *Section E*. Repeat the text of the requirements as it appears in the RFP before each response. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the paper response should be bound or contained in a single volume where practical. All documentation submitted with the response should be contained in that single volume.
5. **Pre-Proposal Meeting:** To assist interested firms in preparing a thorough response, an optional pre-proposal meeting with walk thru of facilities has been scheduled for March 29, 2016, at 2:00 P.M. in the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offerors have the option to submit questions in advance.
6. All questions regarding this RFP should be submitted in writing no later than 5:00 P.M., April 22, 2016 in order to allow enough time for the County to provide a response. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to RFP opening.

Melinda Bobbitt, CPPB, Director of Purchasing
Boone County Purchasing
613 E. Ash, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

7. The County will not reimburse firms for any costs associated with the preparing or submitting of any RFP response.
8. Information provided in RFP responses will be considered proprietary and will not be divulged during the selection process. The successful firm's RFP will become public record after its acceptance by the County Commission. All responses and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

H. SELECTION OF LESSEE

Selection of the lessee is subject to the best offer received that adds value to the property and is determined to be in the best interest of the County. Selection may also be based on proposed use

of property. The lease is subject to final approval of the Boone County Commission. The County reserves the right to reject any or all offers.

I. NEGOTIATION OF CONTRACT

After selection of the successful lessee and approval by the County Commission to negotiate and enter into a Lease Agreement, the County will negotiate the lease of the property. All items in the Request for Proposal and those submitted by the Offeror to Lease shall be subject to negotiation.

If negotiations for Lease of Property are successful with the selected Lessee, as determined by the County, a Lease Agreement will be prepared. In the event that negotiations for Lease of Property are not successful, the County may begin negotiations with other Offerors to this Proposal.

J. APPENDIX

- a. Cover / Response Page
- b. Boone County Insurance Requirements

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Web Site URL: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: _____ Title: _____

Signature: _____ Date: _____

1. The annual lease price shall be:

Coliseum \$ _____

Sapp Building \$ _____

Grandstand Area \$ _____

Ancillary Buildings – please list with proposed annual lease amount
\$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Miscellaneous – please list with proposed annual lease amount
\$ _____

_____ \$ _____

2. The proposed security deposit will be: \$ _____

3. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:

4. Proposed term of lease if other than three (3) years: _____

5. Desired start date of lease: _____

BOONE COUNTY INSURANCE REQUIREMENTS

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

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.



CERTIFICATE OF LIABILITY INSURANCE

11/15/2016

DATE (MM/DD/YYYY)

7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : American Casualty Company of Reading, PA	20427	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED 1406149 VETERANS UNITED HOME LOANS 1400 VETERANS UNITED DRIVE COLUMBIA MO 65203														

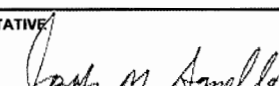
COVERAGES **CERTIFICATE NUMBER:** 14155665 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOST-LIQUOR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: _____	Y	N	6020564270	11/15/2015	11/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	6020564267	11/15/2015	11/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	6020564253	11/15/2015	11/15/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6020564284	11/15/2015	11/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COUNTY OF BOONE IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. UMBRELLA POLICY SITS EXCESS OF THE GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

14155665 County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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FACILITY USAGE AGREEMENT

THIS AGREEMENT dated the 9th day of August 2016, is made between **County of Boone**, 801 E. Walnut, Room #333, Columbia, Missouri 65201 (County) and **United Parcel Service, Inc.**, (UPS), c/o Kevin Stoelting, UPS Real Estate Director, 636 E Sandy Lake Road, Coppell, TX 75019:

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

1. **Contract Documents** – This agreement shall consist of this Facility Usage Agreement, RFP #17-29APR16, Addendum #1, Addendum #2, Addendum #3, Addendum #4, and the UPS RFP Response signed by Kevin Stoelting dated April 21, 2016. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Facility Usage Agreement shall prevail and control over the other incorporated documents.

2. **Term** – The term of this Agreement shall begin on July 1, 2016 and run through June 30, 2019, a three-year period. The parties may by written, mutual agreement extend this Agreement for subsequent, one-year periods.

3. **Rent and Annual Rental Adjustments** – The monthly rent shall be paid to the address indicated above in annual or semi-annual (twice per year) installments, at UPS's option, and shall be calculated as follows:

- a. Year #1 (7/1/2016 – 6/30/2017): The monthly rent shall be Eight Hundred Seventy Five Dollars (\$875.00). This equates to an annual amount of \$10,500.00, or an semi-annual (twice per year) amount of \$5,250.00.
- b. Years 2 & 3 (and any agreed-upon extension periods): For lease years 2 and 3, on each July 1st anniversary of the extension period, the prior year's monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2016 shall be the increase amount for these lease purposes for the lease year that runs 7/1/2017 – 6/30/2018.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov under the "Clerk's" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

4. **Demised Premises** – The Demised Premises are depicted in Exhibit "A" attached hereto and shall be used for trailer staging. UPS shall prepare the Demised Premises for use as a trailer staging area, it being understood that the area is provided in "as-is" condition.

5. **Non-Exclusive Usage of Demised Premises** – UPS shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement, with the exception of a 14-day

period in December of each year to be designated by Mortgage Research Center, LLC, d/b/a Veterans United Home Loans, (VU) for purposes of their annual holiday party. At the other times throughout the year, VU may approach UPS about coordinating the use of all or a portion of the Demised Premises to accommodate other activities on the property as contemplated in UPS's RFP Response, Item #1, however UPS shall have priority use to the entire Demised Premises except for the 14-day period that VU designates in December of each year during which a portion of the Demised Premises shall be shared with Veteran's United on terms and conditions mutually-agreed between UPS and Veteran's United.

6. **Insurance** – UPS shall carry public liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy. Said insurance shall be at the following minimum amounts: Workers Compensation coverage per Missouri statutory limits; Commercial General Liability in an aggregate amount of \$3,000,000; and Automobile Liability in an aggregate amount of \$3,000,000.

7. **Indemnity** – To the fullest extent permitted by law, UPS shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of UPS, of any UPS subcontractor, of anyone directly or indirectly employed by UPS or by any UPS subcontractor, or of anyone for whose acts UPS or any UPS subcontractor may be liable, in connection with this Agreement. This provision does not, however, require UPS to indemnify, hold harmless, or defend the County of Boone from its own negligence.

8. **Maintenance, Damage to Premises** – UPS shall maintain the Demised Premises at least annually to repair any usage damage, wash-outs, or other erosion such that the Demised Premises shall remain suitable for a trailer storage area and in a neat, clean, and orderly manner. UPS will be responsible for any additional gravel or leveling equipment necessary to keep the Demised Premises in good repair.

9. **Authority of Signatories** – Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

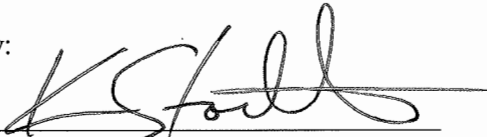
11. **Entire Agreement** – This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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


United Parcel Service, Inc.

Boone County, Missouri

By:


Kevin Stoetting
Corporate Real Estate Manager

By:


Daniel K. Atwill, Presiding Comm.


Dated:

7/15/16

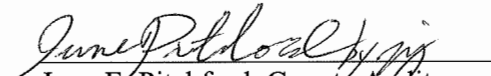
Dated:

8-9-16

ATTEST:


Wendy S. Noren, County Clerk

Acknowledged for Budgeting Purposes:


June E. Pitchford, County Auditor

Approved as to Legal Form:


C.J. Dykhouse, County Counselor

ATTACH EXHIBIT A SHOWING DEMISED PREMISES

Exhibit A (8/26/2014)
Boone County Fairgrounds



**COVER/ RESPONSE PAGE
PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE**

Organization Name: United Parcel Service
 Address: 55 Glenlake Parkway NE, Atlanta, GA 30328 (Corp Office);
Local Address: 2501 Vandiver Drive, Columbia MO 65202

Telephone: 214-533-5952 - Kevin Stoelting Real Estate Manager Fax: none
 E-mail Address: KStoelting@ups.com
 Web Site URL: www.ups.com

Note: This form must be signed. All signatures must be original and not photocopies.
 The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: Kevin Stoelting Title: Real Estate Manager

Signature:  Date: 4/21/16

1. The annual lease price shall be:

Coliseum \$ _____
 Sapp Building \$ _____
 Grandstand Area \$ _____
 Ancillary Buildings – please list with proposed annual lease amount
 \$ _____

Miscellaneous – please list with proposed annual lease amount

Use: Parking Area as used in past (included is Exhibit “A”) which is approximately 2.5 acres of land. Shown on the exhibit is the largest footprint used during the Christmas season. Actual size can vary during the course of the year. UPS would work with County/Others to accommodate other activities on the property for the benefit of the community.

Rate - \$ 875.00 per month (minimum) with an annual increase as agreed by both parties

2. The proposed security deposit will be: None - based on UPS Credit History

3. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here: None

4. Proposed term of lease if other than three (3) years: Three Years is Acceptable

5. Desired start date of lease: Upon Completion of Lease Agreement

6. Comments: UPS wishes to continue are relationship with Boone County to use the parking area north of the Northwest part of the property for the parking of empty trailers which are moved every couple of days. UPS shall take the land in a “as-is” condition and will assume responsible for it maintenance and repair.

Exhibit A
Central Missouri Events Center



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

UNITED PARCEL SERVICE, INC.
55 GLENLAKE PARKWAY, NE
ATLANTA GA 30328

NAME AND ADDRESS OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM					
WORKERS COMPENSATION	1/1/2017	WC5-C25-004335-976 WC5-C25-092036-096 WA5-C2D-092036-246	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -976: CO, FL, IN, KY, UT, WI -096: IA, KS, MN, MO, NE, OR -246: AL, AR, AZ, CA, CT, DC, DE, GA, HI, IL, LA, MD, ME, MI, MS, NC, NH, NJ, NM, NV, NY, OK, PA, RI, SC, TN, TX, VA, VT (EL Coverage for MA, OH, VI, & WV)	EMPLOYERS LIABILITY		
				Bodily Injury by Accident	\$1,000,000	Each Accident
				Bodily Injury By Disease	\$1,000,000	Policy Limit
				Bodily Injury By Disease	\$1,000,000	Each Person
COMMERCIAL GENERAL LIABILITY	1/1/2017	TB2-C21-004175-286 -286: AL, AR, AZ, CT, DC, DE, FL, GA, IL, IN, KY, LA, MA, MD, ME, MI, MS, NC, NH, NJ, NM, NY, OH, OK, PA, PR, RI, SC, TN, TX, VA, VT, WI, WV TB2-C21-092036-146 AK, CA, CO, HI, ID, IA, KS, MN, MO, MT, ND, NE, NV, OR, SD, UT, WA, WY TB5-C21-092036-866 Virgin Islands	General Aggregate	\$3,000,000		
<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			Products / Completed Operations Aggregate	\$3,000,000		
			Each Occurrence	\$3,000,000		
			Personal & Advertising Injury	\$3,000,000	Per Person / Organization	
			Other		Other	
AUTOMOBILE LIABILITY	1/1/2017	AS2-C21-004175-336 All Other States		\$3,000,000	Each Accident--Single Limit B.I. And P.D. Combined	
<input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED					Each Person	
					Each Accident or Occurrence	
					Each Accident or Occurrence	
OTHER Automobile Liability	01/01/17	AS2-C21-092036-216 AK, CA, CO, HI, ID, IA, KS, MN, MO, MT, ND, NE, NV, OR, SD, UT, WA, WY AS5-C21-004335-266 Virgin Islands	Additional Workers Compensation policies: WA5-C2D-092036-116: AK, ID, MT, SD (EL coverage for ND, WA, WY). WA7-C2D-004335-056: EL coverage for PR. Same limits apply.			
ADDITIONAL COMMENTS UPS Lease Location: 5212 N Oakland Gravel Road, Columbia, MO 65201 Additional Insured - County of Boone (Missouri) as additional insured where required by written contract and subject to policy terms, conditions, and exclusions.						

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

UPS Lease Location: 5212 N Oakland Gravel Road, Columbia, MO 65201

Certificate Holder

County of Boone (Missouri)
Attn: CJ Dykhouse
801 E. Walnut, Room 333
Columbia MO 65201

Diane Beaudoin

Diane Beaudoin

AUTHORIZED REPRESENTATIVE

Weston / 0102

Riverside Office Park, 9 Riverside Road

Weston

MA 02493-2298

781-891-8900

3/30/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mutual Insurance Co. Nat'l Ins Northeast		NAMED INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

HOLDER: County of Boone (Missouri) Attn: CJ Dykhouse

ADDRESS: 801 E. Walnut, Room 333 Columbia MO 65201

If changes/revisions to this certificate are necessary, you may FAX your request to 715-261-5144 or mail your request to:

Liberty Mutual Insurance
 Attn: Nick Misoni
 2000 Westwood Drive, MS # 2350
 Wausau, WI 54401.

If you no longer require this certificate and do not need on an annual basis, please fax the certificate to our office at the number above and instruct us to delete from our database.



BOONE COUNTY, MISSOURI
Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central Missouri Events Center

ADDENDUM #4 - Issued April 28, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County received the following questions and is providing a response:

- a. Are the fixed assets and the portable stalls that were listed in the 2014 RFP available for the successful contractor use?**

Response: No warranty or representation is made that all these items are available. Those submitting a proposal should satisfy themselves of what items are there. The items that are on the premises can be used by the successful applicant.

- b. What is the Ameren account # for the gas meter outside the Coliseum?**

Response: Account #: 95002-14137.

There would be other meters that would need to be set by the providers if the vendor wanted natural gas in those buildings that are metered for it but do not currently have service.

By: _____

Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #4** to Request for Proposal# 17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
**Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central
Missouri Events Center**

ADDENDUM #3 - Issued April 13, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

- 1) The County received the following questions and is providing a response:
- a. **What does the gas line power? Are the heating units in the multipurpose room gas or electric?**

Response: The heating units in the multipurpose room are electric. The units in the arena are gas. The gas line also serves any gas appliances that might be gas powered.

- b. **I already have the budget information you have attached. It does not provide a breakdown of the Events Rental income category as requested. Specifically, I am interested in the rental charges for each event in the multipurpose and Coliseum areas in order to prepare an intelligent pro forma for my bid, and to report a fair market rental usage dollar amount that is called for in the bid proposal.**

Response: In order to protect proprietary information and ensure competitiveness, TAG Events, LLC provided the County with aggregated performance data. The County does not have any open records of event-level rent data of the sort you are requesting. If TAG Events, LLC had provided that data to the County it would have become an open record available to any competitor in the region, which would have resulted in a lack of competitiveness during the pilot program the County pursued to TAG Events, LLC to determine the viability of operating the property as an events center. That would have been counterproductive to the goals of the pilot program. It is suggested that there are other sources of current, general market data in the hospitality industry for event room rental and similar figures that the vendor should pursue if the vendor believes that data will be helpful in forming a competitive proposal.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal# *17-29APR16 – Short Term Lease of Real Property – Central Missouri Events Center*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central Missouri Events Center

ADDENDUM #2 - Issued April 11, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

- 1) If Offerors desire to view the property again, the Central Missouri Events Center will be open:
Monday, April 18
8:30 – 9:30 a.m.
- 2) The County received the following questions and is providing a response:
 - a. **I heard there were over 30 leaks in the roof of the multi-purpose building. Can this be verified? What if anything will the County do to repairs these before the building is leased?**

Response: The County is aware of roof leaks in the Coliseum building in the past, but our best information is that those leaks were repaired during the occupancy of Veterans United in December, 2015. The durability of those repairs is unknown. It is entirely possible that Coliseum building roof will experience some leaks, and until a funding stream is identified the County will only be in a position to make temporary repairs as is needed to prevent undue damage to the property. The Coliseum building had exceeded its economic life prior to the expiration of the County's agreement with the Boone County Fair Board. In your proposal, you should specify what your intentions would be regarding these sorts of repairs (how much would you be willing to spend, etc.) if your proposal includes a proposed rental of the Coliseum building.

- b. **Are there any gas meters on the property, and if so, where.**

Response: There is one (1) gas meter located on the north side of the building.

- c. **Where are the TAG records held so I can do some research on income for the various events.**

Response: See attached

d. Will a proposal be accepted for only the multi-purpose building and not the coliseum, or vice versa?

Response: The particular uses of a portion of the Coliseum building would be subject to negotiation, and it is possible that some proposal along those lines may be acceptable to the County. It should be noted, however, that the multi-purpose room of the Coliseum building is the portion of the property with the largest potential for maintenance issues (roof leaks, HVAC issues, etc.) that the tenant would be expected to contribute funds to remediating in order to restore the building to functioning for the tenant's intended purposes.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal# 17-29APR16 – *Short Term Lease of Real Property – Central Missouri Events Center*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

Extracted from Unaudited Financials of TAG Events, LLC

TAG Events, LLC Profit and Loss Oct 2011 through July 2014				
	Oct - Dec 2011	Jan - Dec 2012	Jan - Dec 2013	Jan - Dec 2014
Ordinary Income/Expense				
Income				
Society HS Income	\$ -	-	36,055.78	-
Horse Stall Sales	-	24,500.00	5,000.00	1,500.00
Management Fees From County	135,000.00	200,000.00	200,000.00	200,000.00
Utility Reimbursements From County	-	42,683.59	48,713.14	52,633.84
Events Rental	62,926.76	297,463.83	297,250.91	319,464.61
RV Hookups	3,852.00	40,248.00	37,095.00	40,100.01
Food & Beverage Sales	26,570.97	131,146.53	126,634.97	127,268.61
Shavings Sales	8,784.04	25,157.90	18,626.10	28,267.18
Total Income	237,133.77	761,199.85	769,375.90	769,234.25
Cost of Goods Sold				
Quality Horse Stalls	-	22,771.27	4,499.98	1,324.11
Food & Beverage Costs	12,832.55	63,928.77	58,374.74	60,608.66
Shavings & Events Supplies	5,394.90	18,623.10	18,672.64	20,461.65
Total COGS	18,227.45	105,323.14	81,547.36	82,394.42
Gross Profit	218,906.32	655,876.71	687,828.54	686,839.83
Expense				
Event Prizes	-	-	6,735.00	-
Travel	-	-	1,674.42	-
Supplies	-	-	2,410.99	-
Security Expense	-	1,200.00	(1,200.00)	-
Licenses & Permits	-	150.00	210.00	275.00
Pest Control	800.00	400.00	-	-
Freight	36.26	140.67	166.72	208.53
Payroll Expenses	42,246.62	221,815.93	220,194.95	196,114.46
Advertising & Promotion	4,785.02	7,443.41	1,541.72	410.00
Bank Service Charges	5.00	(28.00)	68.20	0.78
Business Licenses and Permits	50.00	-	-	-
Depreciation Expense	37,054.58	-	-	-
Dues & Subscriptions	-	761.02	1,223.64	1,118.42
Equipment Rental	43,079.56	154,575.00	153,962.50	142,762.50
Fuel & Oil	300.15	20.00	2,915.79	-
Insurance Expense	10,018.83	28,923.20	23,949.07	20,148.75
Janitorial Expense	2,701.15	13,380.52	11,965.63	10,243.91
Meals & Entertainment	108.92	33.25	40.25	-
Miscellaneous Expense	-	107.40	-	-
Office Supplies	1,538.85	6,212.62	4,872.92	3,594.15
Postage and Delivery	44.00	144.00	149.65	9.80
Professional Fees	1,340.00	480.00	11,609.26	2,000.00
Repairs & Maintenance	28,633.28	36,637.33	15,303.16	12,273.77
Contract Labor	10,673.00	9,827.24	10,503.00	17,025.59
Telephone Expense	678.13	3,285.82	3,489.90	3,648.21
Utilities				
Gas, Water, Electric, & Trash	6,088.29	50,906.29	57,444.59	63,007.93
Gross up for Utilities Net of County Reimb Above	-	42,683.59	48,713.14	52,633.84
Total Utilities	6,088.29	93,589.88	106,157.73	115,641.77
Cash Short (Long)	10.81	1,364.91	582.10	145.75
Total Expense	190,192.45	580,464.20	578,526.60	525,621.39
Net Ordinary Income	28,713.87	75,412.51	109,301.94	161,218.44
Other Income/Expense				
Gain on Sale	-	-	-	9,260.30
Other Income	66.56	380.35	638.79	203.50
Total Other Income	66.56	380.35	638.79	9,463.80
Total Income Subject to Lease % Split	28,780.43	75,792.86	109,940.73	170,682.24
Other Expense				
Profit Split Paid to County of Boone (i.e., partial Return of Management Fee)	-	53,055.00	73,268.25	116,685.62
Total Other Expense	-	53,055.00	73,268.25	116,685.62
Net Income	\$ 28,780.43	22,737.86	36,672.48	53,996.62



BOONE COUNTY, MISSOURI
Request for Proposal #: 17-29APR16 – Short-Term Lease of Real Property – Central Missouri Events Center

ADDENDUM #1 - Issued April 6, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County received the following questions and is providing a response:

a. Could you please provide a year of utilities when the CMEC was open?

Response: The total expense for Gas, Water, Electric, and Trash, combined:

2012: \$94,000
2013: \$106,000
2014: \$116,000

NOTE: These amounts were taken from TAG's financials and then increased by the amount of the County utility subsidy paid to TAG. This adjustment is necessary because TAG treated the utility subsidy as a reduction in utility expense within their financials rather than as revenue. TAG financials do not provide a break-out for gas, water, electric, and trash-- just the combined total.

b. If multiple people join together to propose a lease, do each have to carry the three million general liability?

Response: This will be determined during the evaluation/negotiation process.

c. Who will be responsible to maintain the road in and out of CMEC?

Response: The County will continue to maintain the road.

d. Is water for the entire facilities on the same meter?

Response: The horse barns, coliseum and cattle barns are on different meters. The same is true for electric.

e. If a horse association wants to rent the Sapp Building and the horse barns, do the fire issues still exist?

Response: Yes, the fire regulations still exist. These buildings/barns may be used for limited purposes but not assembly of people.

- f. **If a horse association just rented the Sapp Building and the horse barns, what restrooms would we use?**

Response: An arrangement would have to be negotiated with the County and the organization that has leased the coliseum.

- g. **If we prefer to submit a lease for a one year term rather than a three year term, may we do that?**

Response: Yes

- h. **How often are the facilities inspected?**

Response: Boone County Facilities Maintenance inspects the facilities and equipment weekly. The fire extinguishers are inspected quarterly.

- i. **Do the stalls stay in the barn if we propose on the horse barns?**

Response: Yes

- j. **What have the costs been to the Boone County Fair for use of the CMEC for each of the past several years.**

Response: Information pertaining to the financial arrangement between TAG and the Fair Board (or any other entity TAG contracted with) is not available to the County.

- k. **In the RFP's offered in 2014, the HVAC was covered by the County. Is that still the policy?**

Response: This is negotiable, however the introduction to the RFP points out that one of the goals of the County is to find some participation in the costs of the maintenance, which would include the HVAC system.

- l. **The RFP says there is a telephone system in place. What has been the monthly cost of the system, and the cost of phone service.**

Response: TAG's financials show the following annual "telephone expense"; however, we have no way of knowing what detail cost components are included in the annual totals. All amounts rounded.

2012: \$3,300

2013: \$3,500

2014: \$3,600

- m. **The RFP seems to seek only annual leases. Will short term leases be accepted, such as rental of the 22,000 sq of A/C multi-purpose room for one event, or the Coliseum, Sapp building and Ancillary buildings for one horse show?**

Response: One year is the minimum term considered.

- n. **If an offeror proposes to lease just one building for one event, how will utilities be prorated?**

Response: A one year lease is the minimum term considered.

- o. Will all the insurance requirements remain for a one event lease?**

Response: A one year lease is the minimum term considered.

- p. Do the 53 meters include the ones given to campers?**

Response: The number of viable meter locations will need to be verified with Boone Electric, the utility provider. The electric costs will be borne by the individual tenant who requests the meter from Boone Electric, and it is expected each tenant will deal directly with Boone Electric and that all newly-placed meters will be in the name of the tenant.

- q. How many electric meters are there for campers?**

Response: Tenants will need to coordinate directly with Boone Electric to determine what number of individual meters the utility can set for the tenant in the tenant's name. The County does not anticipate allowing any additional meters to be set in the County's name.

- r. Will the location of the 53 electric meters allow for the electric usage for each building or facility to be determined independently?**

Response: This should be investigated by the tenant as precise records are not available.

- s. What is the electric usage in dollars for each building or facility for the last year TAG managed the facility.**

Response: TAG financials do not provide a break-out for gas, water, electric, and trash - just the combined total.

- t. Do the chairs in the multi-purpose room belong to the County and will they be available to the lessor?**

Response: They belong to the county. Specific needs should be referenced in your proposal response for consideration.

- u. How will the charges for water, sewer and trash be allocated among the various buildings and facilities for different contractors?**

Response: Your proposal response should reference what you need for further evaluation.

- v. Will the current minimal expenses paid by the County to continue essential services and water pipes from freezing be continued?**

Response: Your proposal response should contain what you would expect for whatever portion of the facility you are interested in leasing. Your proposal response will be evaluated with your requirements.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal# 17-29APR16 – *Short Term Lease of Real Property – Central Missouri Events Center*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

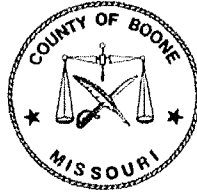
Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR SHORT-TERM LEASE OF REAL PROPERTY CENTRAL MISSOURI EVENTS CENTER (FORMERLY KNOWN AS THE BOONE COUNTY FAIRGROUNDS)

RFP #17-29APR16
Release Date: March 16, 2016

PRE-PROPOSAL CONFERENCE
March 29, 2016, 2:00 p.m.

Submittal Deadline:
April 29, 2016
not later than 1:00 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

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A. INTRODUCTION

The County of Boone – Missouri (the “County”) is accepting proposal responses for a lease of real property located at Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offeror shall designate in their proposal response which buildings and/or land they are proposing to lease, with an emphasis on the minimum footprint proposed to be a part of the lease arrangement. In addition, Offeror will be expected to describe in detail their anticipated use of the property. The County is looking for a proposal from a fiscally-sound entity that is willing to participate in the maintenance of the existing facilities and use the facilities in a community-oriented manner on an interim basis, as more fully described below. The County’s goal is to preserve the existing assets under a short-term lease while continuing to explore viable, long-term uses of the property.

Lease Term: The Lease commences upon execution of contract by both parties. The longest initial lease term contemplated at this time is three (3) years. The parties may mutually agree in writing to extend the Term by executing an amendment to the Lease. County would likely consider such extensions on a one-year basis after the initial term.

B. BACKGROUND

County Profile:

The County is a first class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 173,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 115,276, the City of Columbia serves as County seat.

Previous Management:

The County of Boone purchased the property known as the Central Missouri Events Center (CMEC) in 1999 for 2.4 million dollars. The management of this facility/property was provided by the Boone County Fair Board, Inc., (the Boone County Agricultural and Mechanical Society) from the time of purchase through the end of 2011. As a pilot program to determine the viability of operating the facility as an events center, the County issued a RFP in 2011 that contemplated a temporary taxpayer subsidy for the duration of the pilot program. TAG Events LLC was awarded a contract and managed the property from January 1, 2012 through June 30, 2014. As a result of the pilot program, it was determined in consultation with the contractor that the events center business model was not viable without a significant, ongoing public subsidy from a dedicated revenue stream. The County Commission proposed a sales tax initiative to the voters of Boone County on August 5, 2014, in an effort to provide the necessary, ongoing, dedicated public revenue to support the facility as an events center. That measure was defeated with approximately 66% of the votes being in opposition to the measure. The CMEC was closed in January, 2015, and has since been used only episodically.

C. DESCRIPTION OF THE FACILITIES/PROPERTY

The premises described below will be made available in the current condition without representation or warranty as to physical condition. All Offerors must be knowledgeable of the physical conditions of the buildings and grounds and other property which is the subject matter of this request and Offeror assumes full responsibility for same.

Location – Central Missouri Events Center, 5212 North Oakland Gravel Road, Columbia, Missouri.

Land Size – Property includes approximately 128 M-L light industrial zoned acres with street frontage on two sides and access from three internal publicly maintained drives.

Building Sites –

Coliseum – Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

Sapp Building – Approximately 22,000 square foot building adjacent to Coliseum with dirt floors and lighting for equestrian/agricultural events.

Grandstand Area - Dirt track with fixed seating capacity for up to 400.

Ancillary Buildings – Four (4) horse barns, (4) livestock barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.

Miscellaneous Features - Approximately 450 recreational vehicle hook-ups, large fenced gravel parking lot and steel pipe-fenced outdoor uncovered riding corral next to the Coliseum. Recreational vehicle hook-ups include electric and water, but not sewer. Any fees for placing and removing electric meters for RV-rental lots shall be borne by Contractor.

D. SITE UTILITY SERVICES

The Lessee shall be responsible for the payment of all utilities relating to the facilities covered within the scope of any final Agreement.

Electrical Service - Boone Electric Cooperative is the service provider for all electric meters located on site. There are approximately 54 meters.

Water Service – **City of Columbia** is the service provider for all water meters located on site. There are approximately five meters.

Sewer Service – The sewer system at this site is connected to the City of Columbia system. At the present time, the City of Columbia charges for this service. It is understood there are two sewer dumping sites on the property for use by the RV renters and other leased sites on the grounds.

Natural Gas – Ameren Missouri provides the gas service at this site but the exact location of this service is unknown.

Trash Service – City of Columbia provides the trash service. The Contractor is responsible for the removal of trash in a timely fashion.

Telephone Service - The Contractor may utilize the current telephone system located on site. The Contractor shall be responsible for the monthly service fees and any other costs associated with the use of this system.

E. PROPOSED SCOPE OF SERVICES

The County will consider proposed uses of the facilities that require a minimum footprint and are community-oriented in nature, as past experience indicates that for-profit enterprise activities that primarily utilize the Coliseum building create expense burdens (utilities, maintenance, etc.) that outpace enterprise activity generated revenues. Offerors should limit the scope of their proposed

lease to those portions of the property that are necessary to the Offeror's proposed use. Please address the following criteria in your proposal response:

1. **Proposed Real Property to Lease** – Describe which of the buildings and property you are proposing to lease from section C. *Description of the Facilities/Property*. Offerors should specify the annual lease rate Offeror is willing to pay for each building and estimated number of acres proposed to lease. The lease rate should reflect the Offeror's estimation of the fair market value of an annual lease for a similar facility. If Offeror proposes a base lease payment and "profit" sharing, details of planned activities and anticipated profits should be included.
2. **Proposed Security Deposit** – Describe what amount of security deposit you propose to secure all obligations under the Lease Agreement.
3. **Proposed Use of Property** – Describe your proposed use of the property.
4. **Grounds Maintenance** – Offerors should describe the amount of annual organizational commitment to maintaining the grounds, including a detailed description (or depiction) of the areas Offeror would be willing to maintain as well as the type of maintenance contemplated.
5. **Capital Expense and Maintenance Contribution** – Offerors should specify the amount of capital investment the organization is willing to make in the facilities over the term of the lease, either for routine maintenance items, capital improvements, or both. Offeror should propose an annual dollar threshold after which either party may terminate the lease. If the Offeror wishes to specify projects or describe improvements they would make, use this item for that purpose. Any proposals for idle property management services offered should be included in this item.
6. **Financial Stability of the Organization** – Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease.
7. **Sub-lease of Facilities** – Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:
 - with Sublessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.
8. **Executive Summary** – Narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.
9. **Timeline** – Provide anticipated date of start of lease.
10. **References** – Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.
11. **Cover Page Signature Form** – The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

F. SPECIAL CONDITIONS

Below is a list of special conditions that will govern the lease of the property.

1. Boone County would like Offerors to consider occasional no-cost use of the Coliseum building and grounds for police dog training and other law enforcement training activities conducted by the Boone County Sheriff's Department.
2. Boone County would like Offerors to consider low-cost use of the Coliseum building and grounds for the purpose of the annual Boone County Fair (for two weeks in July or August of each year) beginning in 2017.
3. All sub-leases of the facilities will be in accordance with the terms set out in the Proposed Scope of Services in this RFP.
4. Prior written approval is required if you intend to make any building modifications during the term of the lease.
5. The buildings are being leased "as is". Upon termination of Lease, buildings are to be restored to usable, clean condition.
6. Insurance: Lessee shall be responsible for procuring before the commencement and during the term of this Lease any insurance as specified on the attached Boone County Insurance Requirements.
7. No subleases shall be granted for any adult-oriented businesses or conventions.

G. INSTRUCTIONS

Delivery of RFP Responses: All RFP responses shall be **delivered before 1:00 P.M., Central Time**, on April 29, 2016 to:

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Identify on outside of envelope: **Response to Request for Proposal enclosed RFP #17-29APR16**

Firms must submit one paper original and four copies (total of five). RFP responses will be opened at 1:00 p.m. on **April 29, 2016 in the Boone County Annex Building, 613 E. Ash St, Columbia, MO**. RFP responses must be submitted in a sealed envelope identified with the RFP number and date of closing. List the RFP number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

The following is a tentative schedule for the RFP process. Note times are central time:

- | | |
|--|---------------------------|
| a. Issuance of Request for Proposal | March 16, 2016 |
| b. Pre-Proposal Meeting with walk-thru | March 29, 2016, 2:00 p.m. |
| c. Deadline for Submitting Questions | April 22, 2016, 5:00 p.m. |
| d. RFP Response Deadline | April 29, 2016, 1:00 p.m. |
| e. Clarifications with Selected Offerors | May - June, 2016 |
| f. Award of Contract | Summer 2016 |

RFP Response Preparations:

1. RFP responses shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all responses to ensure required information is included. Failure to submit all information requested may result in a

request to submit the missing information. Responses which are substantially incomplete or lack key information may be rejected as incomplete.

2. Response should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered. Each response to *Section E – Proposed Scope of Services* should reference the corresponding requirement number in *Section E*. Repeat the text of the requirements as it appears in the RFP before each response. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the paper response should be bound or contained in a single volume where practical. All documentation submitted with the response should be contained in that single volume.
5. **Pre-Proposal Meeting:** To assist interested firms in preparing a thorough response, an optional pre-proposal meeting with walk thru of facilities has been scheduled for March 29, 2016, at 2:00 P.M. in the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offerors have the option to submit questions in advance.
6. All questions regarding this RFP should be submitted in writing no later than 5:00 P.M., April 22, 2016 in order to allow enough time for the County to provide a response. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to RFP opening.

Melinda Bobbitt, CPPB, Director of Purchasing
Boone County Purchasing
613 E. Ash, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

7. The County will not reimburse firms for any costs associated with the preparing or submitting of any RFP response.
8. Information provided in RFP responses will be considered proprietary and will not be divulged during the selection process. The successful firm's RFP will become public record after its acceptance by the County Commission. All responses and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

H. SELECTION OF LESSEE

Selection of the lessee is subject to the best offer received that adds value to the property and is determined to be in the best interest of the County. Selection may also be based on proposed use

of property. The lease is subject to final approval of the Boone County Commission. The County reserves the right to reject any or all offers.

I. NEGOTIATION OF CONTRACT

After selection of the successful lessee and approval by the County Commission to negotiate and enter into a Lease Agreement, the County will negotiate the lease of the property. All items in the Request for Proposal and those submitted by the Offeror to Lease shall be subject to negotiation.

If negotiations for Lease of Property are successful with the selected Lessee, as determined by the County, a Lease Agreement will be prepared. In the event that negotiations for Lease of Property are not successful, the County may begin negotiations with other Offerors to this Proposal.

J. APPENDIX

- a. Cover / Response Page
- b. Boone County Insurance Requirements

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Web Site URL: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: _____ Title: _____

Signature: _____ Date: _____

1. The annual lease price shall be:

Coliseum \$ _____

Sapp Building \$ _____

Grandstand Area \$ _____

Ancillary Buildings – please list with proposed annual lease amount

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Miscellaneous – please list with proposed annual lease amount

_____ \$ _____

_____ \$ _____

2. The proposed security deposit will be: \$ _____

3. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:

4. Proposed term of lease if other than three (3) years: _____

5. Desired start date of lease: _____

BOONE COUNTY INSURANCE REQUIREMENTS

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

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

9th

day of

August

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement for Radio Consultant Services and Site Licenses between Boone County and the City of Columbia.

The terms of the Agreement are stipulated in the attached Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement for Radio Consultant Services and Site Licenses.

Done this 9th day of August, 2016.

ATTEST:

Wendy S. Noren
 Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Janet M. Thompson

Janet M. Thompson

District II Commissioner

022879

Permanent Record
Filed in Clerk's Office

Introduced by Treece

First Reading 7-5-16

Second Reading 7-18-16

Ordinance No. 022879

Council Bill No. B 172-16

AN ORDINANCE

authorizing a cooperative agreement with the County of Boone, Missouri for third party consultant services related to radio system infrastructure and FCC licenses; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with the County of Boone, Missouri for third party consultant services related to radio system infrastructure and FCC licenses. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of July, 2016.

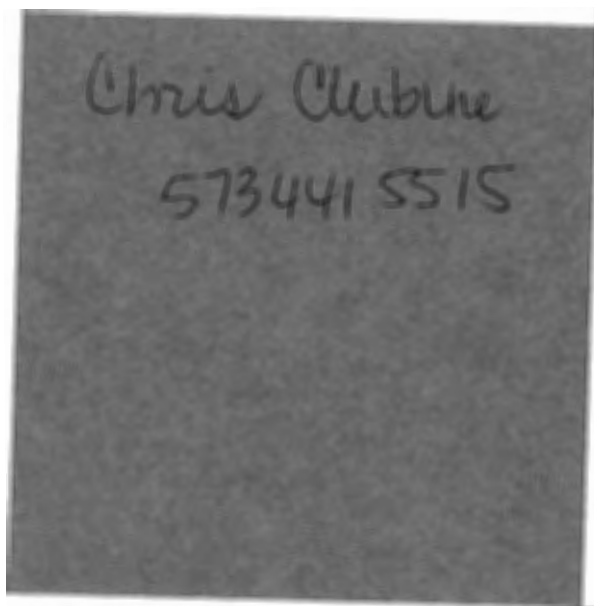
ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor



**COOPERATIVE AGREEMENT
FOR RADIO CONSULTANT SERVICES AND SITE LICENSES**

THIS AGREEMENT is made between the **City of Columbia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County."

WHEREAS, Boone County has assumed the administration of, and all costs related to, the countywide 911/Joint Communications system as of January 1, 2014, after a County sales tax levy was approved by voters in April, 2013; and

WHEREAS, historically the City has operated and maintained its radio system infrastructure by and through its Radio Consulting Services vendor, David Dunford; and

WHEREAS, County now contracts with David Dunford as its Radio Consulting Services vendor and he is very familiar with the integrated radio communications system in place throughout the City and County; and

WHEREAS, portions of the integrated radio communications system facilitate City's Water and Light, Parks and Recreation, Public Works, Railroad, and other radio communication needs; and

WHEREAS, County is interested in maintaining an integrated radio communications system that ensures continued communication ability between County's new Emergency Operations Center and all of City's departments that currently communicate with Joint Communications via radio, as that contact serves a public safety purpose in the event of inclement weather, power outages, or other emergency situations; and

WHEREAS, the City has permitted the installation of the countywide radio communication network on various city-owned facilities, and it is in the mutual interest of City and County to facilitate the continued operation of this emergency radio infrastructure; and

WHEREAS, there is a historical arrangement between the City and Joint Communications for the provision of preventative maintenance services to City's radio system in exchange for fiber connectivity that serves the Joint Communications network at certain sites in the County that the parties wish to continue.

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Continuing Services to be Provided by County To City:** County agrees to continue to provide the following services to City at City's request and at no charge to City:

- a. Maintenance Services. County will provide, through its contracted radio consultant vendor or other qualified county staff, ongoing preventative maintenance of radio infrastructure and radio network elements as provided for herein. The maintenance services contemplated herein are for labor only, and City will be responsible for any costs associated with replacement equipment City decides to purchase. The maintenance services shall be provided to the following infrastructure components of the existing radio system:
 - i. Base stations, repeaters, and related site hardware providing land mobile two-way communications for City departments;
 - ii. Voting receivers, RF filters, and related site hardware; and
 - iii. Radio control equipment for City Water and Light Department control centers;

 - b. Planning Services. County will provide, through its contracted radio consultant vendor or other qualified county staff, radio system planning and advisory services relating to the following:
 - i. Assistance with user equipment selection and specifications;
 - ii. Assistance with planning for system expansion; and
 - iii. Assistance with the procurement of replacement and/or additional system capital equipment.

 - c. FCC Licenses. County will provide, through its contracted radio consultant vendor or other qualified county staff, consultant services for FCC licenses relating to the following:
 - i. Renewals to the City land mobile two-way licenses;
 - ii. Modifications to City land mobile two-way licenses; and
 - iii. New filings for additional channels and/or sites.
2. **Fiber Connectivity and Site Access Provided by City to County:** City agrees to continue to provide the following fiber connectivity services and site access to County at no charge to County:
- a. Fiber optic connectivity. City will continue to provide fiber connectivity pursuant to the arrangement created in 2011 to the following sites: Walnut Tower site; Harmony substation site; existing Joint Communications Center site in downtown Columbia; the Grissum site; Clark Lane Tower site (Mediacom); KOMU site; Stephens Water Tower site; and Shepherd Water Tower site.

 - b. Site Licenses. City grants a non-exclusive license to County for it to install, operate, and maintain, at County's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment and antennas at the sites set out in **Exhibit A**, which is attached hereto and incorporated into this

Agreement. The terms and conditions of the Site Licenses granted herein are as follows:

- i. County shall have 24-hour, 7-day per week access to the sites. County will take at its expense measures and precautions necessary to render County's equipment inaccessible to unauthorized persons.
- ii. County takes the sites as it finds them and City shall have no responsibility for its condition or any damage suffered by County due to such condition.
- iii. County will install, operate, and maintain its equipment in accordance with applicable laws and regulations so as to not cause interference (as that term is defined in the rules and regulations of the FCC) with any other radio or television transmitting or receiving equipment, whether or not such equipment is located on the licensed site. In the event County's equipment causes interference with other radio or television transmissions, County will promptly take all reasonable steps necessary to correct and eliminate the same. If County is unable to eliminate the interference within a reasonable period of time, County agrees to remove its equipment from the licensed site.
- iv. County will not assign or otherwise transfer this license to any other affiliates, subsidiaries, or alternate political subdivision without the express, written consent of City.
- v. City may terminate any site license or require relocation of such equipment authorized by this Agreement by first giving 365 days written notice to County to the Director of Boone County Joint Communications, with a copy to the Boone County Counselor, 801 E. Walnut, Ste. 211, Columbia, Missouri 65201, it being understood that significant termination notice is necessary to allow County to secure alternate sites for its radio equipment to ensure the continued effectiveness of the countywide emergency communications system.
- vi. County may terminate any site license authorized by this Agreement upon 60 days written notice to City. Upon termination, County shall remove all equipment and antennas located at such site unless otherwise agreed to in writing with City.
- vii. County shall maintain property and general liability insurance on all equipment and antennas maintained at each site. To the greatest extent allowed by law, County shall hold harmless and indemnify the City for damages or loss arising from the activities of County or County's agents at the site. Nothing herein shall be deemed a waiver of either party's sovereign, official, or other governmental immunities or privileges.

3. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or

unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

4. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
5. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
6. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
7. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.
8. **Nonappropriation:** Notwithstanding any other provision of this Agreement, any obligations imposed on the City or the County herein which require the expenditure of funds are conditioned the availability of funds appropriated for that purpose.
9. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE ~~20th~~ DAY OF July, 2016

EXECUTED BY THE COUNTY OF BOONE ON THE 9th DAY OF August, 2016.

[Signatures follow on next page]

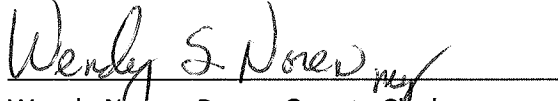
BOONE COUNTY MISSOURI

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy Noren, Boone County Clerk

APPROVED AS TO FORM:


CJ Dykhouse, Boone County Counselor

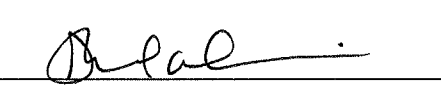
CITY OF COLUMBIA

By:



Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Attorney

Exhibit A

List and Description of Sites

Each Licensed Site includes a Radio Tower or antenna structure, may include a waveguide bridge, and may include a County equipment shelter or interior mounting space for radio and related technical equipment.

FS4 Site, existing 160' lattice tower at rear of City Fire Station #4,
2300 Oakland Gravel Road, Columbia, MO

GRS Site, 275' guyed tower at City Maintenance Facility, 1313 Lakeview
St., Columbia, MO

MAL Site, existing 70' transmission tower within Harmony Substation,
Columbia Water and Light Department

POL Site, existing 160' monopole tower located at rear of municipal buildings, 7th
& Walnut

PRA Site, existing elevated water tank located north of Prathersville Road on
Tower Drive

SHE Site, existing elevated water tank located at Cinnamon Hill Road

STE Site, existing elevated water tank located at Heller Road

WAL Site, existing elevated water tank located at 13 E. Walnut St, Columbia, MO

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

9th

day of

August

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Assignment of Legacy Assets, Licenses and Leases Agreement between Boone County and the City of Columbia.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Assignment of Legacy Assets, Licenses and Leases Agreement.

Done this 9th day of August, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

022880
Permanent Record
Filed in Clerk's Office

Introduced by Treece

First Reading 7-5-16

Second Reading 7-18-16

Ordinance No. 022880

Council Bill No. B 173-16

AN ORDINANCE

authorizing an agreement with the County of Boone, Missouri for the assignment of legacy assets, licenses and leases related to Public Safety Joint Communications; and fixing the time when this ordinance shall become effective.

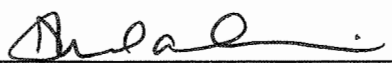
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with the County of Boone, Missouri for the assignment of legacy assets, licenses and leases related to Public Safety Joint Communications. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of July, 2016.

ATTEST:

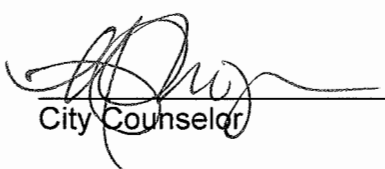


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

**PUBLIC SAFETY JOINT COMMUNICATIONS
ASSIGNMENT OF LEGACY ASSETS, LICENSES, AND LEASES
AGREEMENT**

THIS AGREEMENT is made between the **City of Columbia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County," to provide for the City to assign certain leases, authorizations, and personal property in support of the County's assumption of operations of the County/City Public Safety Joint Communications, now known as Boone County Joint Communications.

WHEREAS, Boone County has assumed all costs and operational responsibilities associated with 911/Joint Communications as of January 1, 2014, after a County sales tax levy was approved by voters in April, 2013; and

WHEREAS, this assumption of costs and operational responsibilities by County has resulted in significant, annual savings to City in the form of reduced general fund appropriations to fund Public Safety Joint Communications (PSJC) as well as savings from other participants in the 1977 PSJC Cooperative Agreement, as amended; and

WHEREAS, prior to January 1, 2014, the assets of PSJC were purchased with funding received from the member agencies that were parties to the 1977 Cooperative Agreement that, as amended, included as parties the City of Columbia, Boone County, Boone County Fire Protection District, Southern Boone County Fire Protection District, University of Missouri-Columbia Hospital, and Boone County Hospital (hereinafter "Legacy Assets"); and

WHEREAS, these Legacy Assets acquired under the 1977 Cooperative Agreement were titled to the City of Columbia for inventory and insurance purposes; and

WHEREAS, these Legacy Assets are still needed for the continued, successful operation of the 911/Joint Communications systems and the PSJC participants have consented to the transfer of such assets to Boone County for the operation of Boone County Joint Communications; and

WHEREAS, as part of the transfer of the costs and administration of PSJC legacy assets, these Legacy Assets now titled to the City of Columbia need to be transferred to Boone County for inventory, insurance, and operational purposes; and

WHEREAS, the City holds title to certain legacy licenses, leases, and agreements relating to the radio communication system and its towers throughout the County which are essential to the operation of the 911/Joint Communications System, and to the extent allowed by law City wishes to transfer title to said licenses, leases, and agreements to County to facilitate the continued operation of this emergency radio infrastructure.

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Transfer of Legacy Assets from City to County.** The City hereby transfers and assigns to the County the following Legacy Assets purchased with the combined revenues from the member agencies to the original 1977 Cooperative Agreement that were titled to the City for inventory and insurance purposes, as set out in **Exhibit A** which is attached hereto and incorporated herein. Exhibit A and this Agreement shall constitute a Bill of Sale transferring title to the listed assets, which consists of the site shelters, radio equipment, electronic components, and listed hardware presently used by the public safety radio system which County now operates, as well as the listed test and maintenance equipment and spare parts. Prior to the County Commission's approval of this Agreement, County will ensure that adequate casualty loss insurance coverage is in place for the transferred assets and until such time the City shall continue to insure the property as per its past practice.
2. **FCC Licenses.** The City agrees to allow Boone County Joint Communications (BCJC) to utilize and manage indefinitely, to the fullest extent allowed by law, the FCC licenses set out in **Exhibit B**, which is attached hereto and incorporated herein, which relate to the FCC licenses that are necessary for the operation of the public safety radio system. The City and County agree to take such action as necessary to assign or otherwise transfer City's interest in such FCC licenses to County in compliance with the Communications Act of 1934. City agrees to execute such further documents as are necessary to effectuate this transfer of licenses, and County agrees to pay any reasonable costs charged by the FCC in connection with such transfer.
3. **Leases and Agreements with third-parties.** To the greatest extend allowed pursuant to the terms thereof, the City agrees to assign and transfer to County the leases and agreements with third-parties set out in **Exhibit C**, which is attached hereto and incorporated herein, that relate to the operation of the various towers through the County which are necessary for the operation of the public safety radio system. City agrees to execute such further documents as are necessary to effectuate this transfer and assignment of these agreements, and County agrees to pay any reasonable costs charged by the third-parties in connection with such transfer and assignment.
4. **Utility and supplier agreements.** The City agrees to cooperate with the transfer of the utility and supplier agreements set out in **Exhibit D**, which is attached hereto and incorporated herein, that relate to the operation of the various towers through the County which are necessary for the operation of the public safety radio system. City agrees to execute such further documents as are necessary to effectuate this transfer of these agreements, or the establishment of new, direct agreements, between County

and these listed providers. County agrees to pay any reasonable costs charged by the third-party vendors in connection with this transfer.

5. **Emergency Sirens.** The City agrees to transfer and County agrees to accept all City-procured emergency warning sirens within Boone County. City agrees to execute such further documents as are necessary to effectuate this transfer of these sirens and any related maintenance contract as well as the establishment of new, direct agreements, between County and any maintenance providers.
6. **Mobile Command Camper.** The City agrees to transfer and the County agrees to accept the legacy mobile command camper, Puma model, VIN: 4X4TPUB266P007365, manufactured by Palomino with a manufacture date of 10/24/2005. The City agrees to execute the title to said camper to effectuate the transfer, or participate in the application for a lost title and transfer of any newly-issued title to the County.
7. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.
8. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
11. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.
12. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE 20th DAY OF July, 2016

EXECUTED BY THE COUNTY OF BOONE ON THE 9th DAY OF August, 2016.

BOONE COUNTY MISSOURI

By:



Daniel K. Atwill, Presiding Commissioner

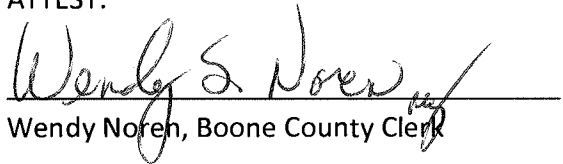
CITY OF COLUMBIA

By:



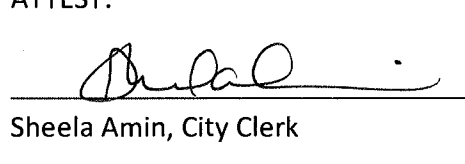
Mike Matthes, City Manager

ATTEST:



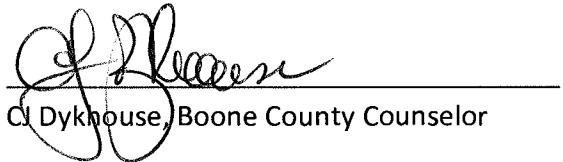
Wendy Noren, Boone County Clerk

ATTEST:



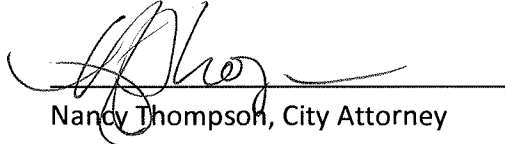
Sheela Amin, City Clerk

APPROVED AS TO FORM:



CJ Dykhouse, Boone County Counselor

APPROVED AS TO FORM:



Nancy Thompson, City Attorney

Exhibit A - Legacy Assets to Boone County

Account	Category	Site Location	Manufacturer	Model	Asset Description	Serial No	PSJC Tag	Boone Tag
1604	60	ASH	Telco Systems	6000-04-03	T1 channel bank	ACE-27397	188	
		ASH	Telco Systems	3100-10	CSU	ACE-27286	189	
		ASH	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27287	190	
1604	60	ASH	Adtran	Tracer 4202	Microwave radio	LBADTN0537AC649	191	
1604	60	ASH	Exalt	EX-5i	Microwave radio	PE39116001	590	
		ASH	Radiowaves	SP2-5.2	Microwave Dish			
		ASH	Radiowaves	SP2-5.2	Microwave Dish			
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0084	180	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0123	181	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0129	182	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0130	183	
1604	60	ASH	Motorola	T5589A	AstroTac VHF Receiver	677CLK0059	184	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0134	185	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0063	186	
1604	60	ASH	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0085	187	
1604	60	ASH	Tx-Rx	T-Pass Custom RX	RX Preselector and associated filter equipment	28395, 32538, 23572	192	
		ASH	Polyphaser		T1 line protector			
1604	60	Backup	Rohn	45	35' self supporting radio tower	None		
		Backup	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343426	606	
		Backup	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343457	607	
1606	10	Backup	Sentinel Lumber	Bilt-Rite Shelter	12'x21' Equipment Shelter	6318	603	
1604	85	Backup	Libby Welding Company	MEP007B	MEP-7 100KW Generator	RZ00823	608	
1604	60	Backup	Eaton	PW9130L2000T-XL	Eaton 9130 UPS 2KVA Tower 120V in/out	GG052A0494	604	
1604	60	Backup	Eaton	PW9130L2000T-XL	Eaton 9130 UPS 2KVA Tower 120V in/out	GG034A1241	605	
		Backup	RFS/Cellwave		Control Station Antennas	None		
		CEN	Telco Systems	3100-10	CSU	ACE-27320	405	
		CEN	Telco Systems	24 FC 19 I3	T1 channel bank		406	
		CEN	GE	AJCS12DCBM1	GE Window Air Conditioner	TH294506	401	
		CEN	GE	AJCS12DCBM1	GE Window Air Conditioner	TH302573	402	
1606	10	CEN	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6330	408	
1604	60	CEN	Exalt	EX-4.9i	Microwave radio	PE30118864	407	
1604	60	CEN	Radiowaves	SP3-4.9	Microwave Dish Antenna			
		CEN	Andrew	DB-224A	Receive Antenna			
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0055	392	
1604	60	CEN	Motorola	T5731A	MTR2000 VHF Receiver	512CXK0074	393	
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CKM0003	394	
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CKM0004	395	
1604	60	CEN	Motorola	T5589A	AstroTac VHF Receiver	677CLK0049	396	
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CKM0000	397	
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CKM0001	398	
1604	60	CEN	Motorola	T5769A	MTR2000 VHF Receiver	474CKM0002	399	
1604	60	CEN	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	32538-B	400	
1604	60	CEN	Zenith	MX150	GE Transfer Switch	1593426-2	403	
1604	60	CEN	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG007	404	
1604	60	CNT	Harris	Intraplex	Simulcast Multiplexer	PRD0409601-018	427	
		CNT	GE	AJCS12DCBM1	GE Window Air Conditioner	TH301622	431	
		CNT	GE	AJCS12DCBM1	GE Window Air Conditioner	TH301807	432	
1606	10	CNT	Sentinel Lumber	Bilt-Rite Shelter	10x15 Equipment Shelter	6302	435	
1604	85	CNT	Cummins	GGFD-5744023E	Generator	C110201182	409	
		CNT	Spectracom	1118	CTCSS	3036	418	
		CNT	Spectracom	1118	CTCSS	3126	419	
		CNT	Spectracom	1118	CTCSS	3041	420	
		CNT	Spectracom	1118	CTCSS	1864	421	
		CNT	Spectracom	1118	CTCSS	3098	422	
		CNT	Spectracom	1118	CTCSS	3095	423	
		CNT	Spectracom	1118	CTCSS	3110	424	
		CNT	Spectracom	1118	CTCSS	3121	425	
1604	60	CNT	Exalt	EX-5i	Microwave Radio	PE35113042	426	
1604	60	CNT	Radiowaves	SP4-5.2	Microwave Dish Antenna			
		CNT	Andrew	DB-224A	Transmit Antenna			
		CNT	Andrew	DB-224A	Transmit Antenna			
		CNT	Andrew	DB-224A	Transmit Antenna			
1604	60	CNT	Spectracom	8195B	Master Oscillator	1692	428	
1604	60	CNT	Spectracom	8143	Signal Selector	2264	429	

1604	60	CNT	Zenith	MX150	GE Transfer Switch	1610006-2	434	
1604	60	CNT	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868366	410	
1604	60	CNT	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868367	411	
1604	60	CNT	Harris	SXHMCX	MASTR III Simulcast Transmitter HSRT 143	98775972	412	
1604	60	CNT	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775971	413	
1604	60	CNT	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775973	414	
1604	60	CNT	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868368	415	
1604	60	CNT	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868369	416	
1604	60	CNT	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868370	417	
1604	60	CNT	Tx-Rx	73-38-05-2D-08	TX Combiner and associated filter equipment	140656	430	
1604	60	CNT	Ferrups	FE020AA0A0A0A0B	Ferrups 1.4KVA UPS	EB215FE001	433	
		Computer Room	Telco Systems	3100-10	CSU		489	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank		490	
		Computer Room	Telco Systems	3100-10	CSU		491	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-31603	492	
		Computer Room	Telco Systems	3100-10	CSU	ACE-31604	493	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank		494	
		Computer Room	Telco Systems	3100-10	CSU		495	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-31601	496	
		Computer Room	Telco Systems	3100-10	CSU	ACE-31600	497	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-31599	498	
		Computer Room	Telco Systems	3100-10	CSU		499	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank		500	
		Computer Room	Telco Systems	3100-10	CSU		501	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27400	502	
		Computer Room	Telco Systems	3100-10	CSU		503	
		Computer Room	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-31628	504	
		DEM	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27304	176	
		DEM	Telco Systems	3100-10	CSU	ACE-27399	177	
1606	10	DEM	Sentinel Lumber	Bilt-Rite Shed	8'x10' older style shed	5486	179	
1604	60	DEM	Adtran	Tracer 4202	Microwave radio	LBADTN0537AC658	178	
		DEM	Radiowaves	SP2-5.2	Microwave Dish Antenna			
		DEM	Andrew	DB-224A	Receive Antenna			
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0070	165	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0132	166	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0073	167	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0126	168	
1604	60	DEM	Motorola	T5589A	AstroTac VHF Receiver	677CLK0052	169	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0136	170	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0076	171	
1604	60	DEM	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0071	172	
1604	60	DEM	Tx-Rx	T-Pass Custom RX	RX Preselector and associated filter equipment	29128-C	173	
1604	60	DEM	Ferrups	FE020AA0A0A0A0B	Ferrups 1.4KVA UPS	EB173FE010	174	
1604	60	Dispatch Center	Orbacom	TDM-150	Radio Console System	SLC-1671		
1602	10	Dispatch Center	Various	System Furniture	Radio Console Furniture, Shelving and Chairs			
1604	60	Dispatch Center	Convex	2241A	Audio/PTT Distribution Panel	937	513	
1604	60	Dispatch Center	Convex	2241A	Audio/PTT Distribution Panel	936	514	
1604	60	Dispatch Center	Convex	2241A	Audio/PTT Distribution Panel	934	515	
1604	60	Dispatch Center	Convex	2241A	Audio/PTT Distribution Panel	935	516	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0409601-007	518	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0409602-023	519	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0409601-005	520	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-022	521	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-013	522	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-014	523	
1604	60	Dispatch Center	Harris	Intraplex	Simulcast Multiplexer	PRD0409602-006	524	
		Dispatch Center	Simulcast Solutions	NBL4	Voice Optimizer Narrowband Booster Limiter	622	525	
		Dispatch Center	Simulcast Solutions	NBL4	Voice Optimizer Narrowband Booster Limiter	623	526	
		Dispatch Center	Telco Systems	3100-40	CSU	ACE-27362	527	
		Dispatch Center	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27361	528	
		Dispatch Center	Telco Systems	3100-40	CSU	ACE-27254	529	
		Dispatch Center	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27255	530	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator	273CTN0109	531	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator	273CWE0134	532	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		533	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		534	

1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		535	
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1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator	273CXK0029	541	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		542	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator	273CSA0052	543	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		544	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator	273CCH0005	545	
1604	60	Dispatch Center	Motorola	T1786B	Spectra-Tac Voting Comparator		546	
		Dispatch Center	Perle	iolan DS1	Perle Device Server	80-040811M10015	549	
1604	60	Dispatch Center	Spectracom	SecureSync	SecureSync Netclock/Master Oscillator	2035	511	
1604	60	Dispatch Center	Spectracom	SecureSync	SecureSync Netclock/Master Oscillator	2058	512	
1604	60	Dispatch Center	Tekelec Systems	Epsilon SAS 1U 250 099	Switch & Amplifier System	2618316-032	517	
1604	60	Dispatch Center	Zetron	25	Zetron 25 Tone Encoder	1672-113	547	
1604	60	Dispatch Center	Zetron	25 AUX	Zetron 25 Aux Panel	0507-053	548	
1604	60	Dispatch Center	Eaton	9355	Eaton 9355 UPS	BE424KXX08	550	
1604	60	Dispatch Center	Motorola		MOSWIN Control Station	656CMP2946		
1604	60	Dispatch Center	Zetron	25	Zetron 25 Tone Encoder			
1604	60	Dispatch Center	Zetron	25 AUX	Zetron 25 Aux Panel			
1604	60	FS4	Motorola	T5365A	Quantar VHF Base Station			
		FS4	Andrew	DB-224A	Transmit/Receive antenna			
1604	60	GRS	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-006	255	
		GRS	GE	AJCS12DCBM1	GE Window Air Conditioner	TH302296	248	
1604	85	GRS	Cummins	GGFD-5744023E	Generator	K050855143	243	
1604	60	GRS	Exalt	EX-5i-16	Microwave radio	PE17113826	249	
1604	60	GRS	Exalt	EX-5i	Microwave radio	PE39115911	250	
1604	60	GRS	Radiowaves	SP4-5.2	Microwave Dish Antenna			
1604	60	GRS	Radiowaves	SP3-5.2	Microwave Dish Antenna			
1604	60	GRS	Alive Telecom	ATC-GD1V20-2D	Dual Transmit Antenna			
1604	60	GRS	Alive Telecom	ATC-GD1V20-2D	Dual Transmit Antenna			
		GRS	Andrew	DB-224A	Transmit Antenna			
		GRS	Andrew	DB-224A	Transmit Antenna			
		GRS	Andrew	DB-224A	Receive Antenna			
1604	60	GRS	Spectracom	8195B	Master Oscillator	1255	253	
1604	60	GRS	Spectracom	8143	Signal Selector	1807	254	
		GRS	Spectracom	1118	CTCSS	3054	481	
		GRS	Spectracom	1118	CTCSS	3097	482	
		GRS	Spectracom	1118	CTCSS	3099	483	
		GRS	Spectracom	1118	CTCSS	1859	484	
		GRS	Spectracom	1118	CTCSS	3089	485	
		GRS	Spectracom	1118	CTCSS	1863	486	
		GRS	Spectracom	1118	CTCSS	3111	487	
		GRS	Spectracom	1118	CTCSS	3122	488	
1604	60	GRS	Zenith	MX150	GE Transfer Switch	1480430-1	246	
1604	60	GRS	Motorola	T5365A	Quantar VHF base station	448CXX0058	252	
1604	60	GRS	Motorola	T5766A	MTR2000 VHF Base Station	474CLX0049	256	
1604	60	GRS	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868386	257	
1604	60	GRS	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868387	258	
1604	60	GRS	Harris	SXHMCX	MASTR III Simulcast Transmitter	99875973	259	
1604	60	GRS	Harris	SXHMCX	MASTR III Simulcast Transmitter	987761348	260	
1604	60	GRS	Harris	SXHMCX	MASTR III Simulcast Transmitter	987761349	261	
1604	60	GRS	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868388	262	
1604	60	GRS	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868389	263	
1604	60	GRS	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868390	264	
1604	60	GRS	Tx-Rx	73-38-05-2D-12	TX Combiner and associated filter equipment	71489-A	244	
1604	60	GRS	Tx-Rx	T-Pass Custom RX	RX Preselector and associated filter equipment	29953	245	
1604	60	GRS	Ferrups	FG010AAQ0A0A0B	Ferrups 2.1KVA UPS	BE462FG015	247	
1604	60	HAR	Pi-Rod	U 5.0 X 160	160' self supporting radio tower	A107730		
1604	60	HAR	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-026	332	
		HAR	GE	AJCS12DCBM1	GE Window Air Conditioner	TH302377	338	
		HAR	GE	AJCS12DCBM1	GE Window Air Conditioner	TH294564	339	
1606	10	HAR	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6303	356	
1604	85	HAR	Cummins	GGFD-5744023E	Generator	C110201181	323	

1604	60	HAR	Exalt	EX-5i	Microwave radio	PE39115926	337	
1604	60	HAR	Radiowaves	SP4-5.2	Microwave Dish Antenna			
1604	60	HAR	Andrew	DB-224AS	Dual Antenna			
		HAR	Andrew	DB-224A	Receive Antenna			
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0098	324	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0083	325	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0086	326	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0101	327	
1604	60	HAR	Motorola	T5589A	AstroTac VHF Receiver	677CLK0053	328	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0131	329	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0093	330	
1604	60	HAR	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0096	331	
1604	60	HAR	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	129063-D3	336	
1604	60	HAR	Spectracom	8195B	Master Oscillator	1258	333	
1604	60	HAR	Spectracom	8143	Signal Selector	1810	334	
		HAR	Spectracom	1118	CTCSS	3091	349	
		HAR	Spectracom	1118	CTCSS	3115	350	
		HAR	Spectracom	1118	CTCSS	3101	351	
		HAR	Spectracom	1118	CTCSS	1867	352	
		HAR	Spectracom	1118	CTCSS	1865	353	
		HAR	Spectracom	1118	CTCSS	3117	354	
		HAR	Spectracom	1118	CTCSS	0996	355	
1604	60	HAR	Zenith	MX150	GE Transfer Switch	1593426-1	340	
1604	60	HAR	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868381	342	
1604	60	HAR	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868382	343	
1604	60	HAR	Harris	SXHMCX	MASTR III Simulcast Transmitter	987761346	344	
1604	60	HAR	Harris	SXHMCX	MASTR III Simulcast Transmitter	987761347	345	
1604	60	HAR	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868383	346	
1604	60	HAR	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868384	347	
1604	60	HAR	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868385	348	
1604	60	HAR	Tx-Rx	73-38-05-2D-08	TX Combiner and associated filter equipment	140656-A3	335	
1604	60	HAR	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG016	341	
		KOM	Telco Systems	24 FC 19 I3	T1 channel bank		126	
		KOM	Telco Systems	3100-10	CSU	ACE-27302	214	
		KOM	GE	AJCS12DCBM1	GE Window Air Conditioner	FH292538	210	
		KOM	GE	AJCS12DCBM1	GE Window Air Conditioner	TH302597	211	
1606	10	KOM	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6306	216	
1604	60	KOM	Exalt	EX-5i	Microwave radio	PE35113010	212	
1604	60	KOM	Exalt	EX-5i	Microwave radio	PE39116008	213	
		KOM	Andrew	DB-224A	Receive Antenna			
1604	60	KOM	Radiowaves	SP3-5.2	Microwave Dish Antenna			
1604	60	KOM	Radiowaves	SP3-5.2	Microwave Dish Antenna			
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0094	201	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0090	202	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0087	203	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0082	204	
1604	60	KOM	Motorola	T5589A	AstroTac VHF Receiver	677CLK0055	205	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0100	206	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0091	207	
1604	60	KOM	Motorola	T5769A	MTR2000 VHF Receiver	474CMB0084	208	
1604	60	KOM	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	129063-D2	209	
1604	60	KOM	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG005	215	
		MAL	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-31627	272	
		MAL	Telco Systems	3100-40	CSU		273	
		MAL	GE	AJCS12DCBM1	GE Window Air Conditioner	TH302639	268	
		MAL	GE	AJCS12DCBM1	GE Window Air Conditioner	TH301523	269	
1606	10	MAL	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6347	274	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0074	193	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0082	194	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0135	195	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0128	196	
1604	60	MAL	Motorola	T5589A	AstroTac VHF Receiver	677CLK0051	197	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0137	198	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0079	199	
1604	60	MAL	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0080	200	
1604	60	MAL	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	36707-B	271	
		MAL	Telewave	ANT150-D3	Receive Antenna			

1604	60	MAL	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG014	270	
		MCC	Telco Systems	3100-40	CSU	ACE-27336	234	
		MCC	Telco Systems	24 FC 19 13	T1 channel bank	ACE-27335	235	
1604	60	MCC	Exalt	EX-5i-16	Microwave radio	PE17113901	233	
		MCC	Radiowaves	SP2-5.2	Microwave Dish Antenna			
		MCC	Andrew	DB-224A	Transmit/Receive Antenna			
		MCC	Andrew	DB-224A	Transmit/Receive Antenna			
		MCC	Andrew	DB-224A	Transmit/Receive Antenna			
		MCC	Andrew	DB-224A	Transmit/Receive Antenna			
		MCC	RFS/Cellwave	PD-1109-1	Transmit/Receive Antenna MU Interop			
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0081	225	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0084	226	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0124	227	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0077	228	
1604	60	MCC	Motorola	T5589A	AstroTac VHF Receiver	677CLK0056	229	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0092	230	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0083	231	
1604	60	MCC	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0085	232	
1604	60	MCC	Tx-Rx	T-Pass Custom RX	RX Preselector and associated filter equipment	129063-D1	242	
1604	60	MCC	Motorola	T3000A	MTR3000 VHF Base Station	512IMW0531	237	
1604	60	MCC	Motorola	T3000A	MTR3000 VHF Base Station	512IMW0532	238	
1604	60	MCC	Motorola	T3000A	MTR3000 VHF Base Station	512IMW0529	239	
1604	60	MCC	Tx-Rx	T-Pass Custom TX	TX Combiner and associated filter equipment	140656-G	240	
1604	60	MCC	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG010	241	
		POL	Fedders	A7U12W7A	Fedders AC	ES 275251 135X	133	
		POL	Fedders	A7U12W7A	Fedders AC	ES 274146 135X	175	
1606	10	POL			10'x15' Equipment Shelter		137	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0085	100	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0058	101	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0078	102	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0059	103	
1604	60	POL	Motorola	T5589A	AstroTac VHF Receiver	677CLK0048	104	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0081	105	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0072	106	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0080	107	
1604	60	POL	Motorola	T5731A	MTR2000 VHF Receiver	512CXK0073	507	
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0067		
1604	60	POL	Motorola	T5769A	MTR2000 VHF Receiver	474CCR0205		
1604	60	POL	Motorola	T5731A	MTR2000 VHF Receiver	512CXK0075		
1604	60	POL	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	140656-D1	506	
1604	60	POL	Motorola	T5766A	MTR2000 UHF Base Station	474CHD0217	508	
1604	60	POL	Motorola	T5766A	MTR2000 UHF Base Station	474CEM0368	509	14687
1604	60	POL	Harris	SXHMDX	MASTR III UHF OLD		510	
1604	60	POL	Best	FD7KVA	Best 7KVA UPS	FD7.0K 07960	129	
		POL	Andrew	DB-224A	Transmit/Receive Antenna			
		POL	Andrew	DB-224A	Transmit/Receive Antenna			
		POL	Andrew	DB-420	Transmit/Receive Antenna			
		POL	Andrew	DB-408	Transmit/Receive Antenna			
		POL	General Electrc		Mastr II Monitor Receivers	452508	136	
		PRA	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343192	148	
		PRA	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343186	149	
1606	10	PRA	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6240	138	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0088	140	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0086	141	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0083	142	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0061	143	
1604	60	PRA	Motorola	T5589A	AstroTac VHF Receiver	677CLK0050	144	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0070	145	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0071	146	
1604	60	PRA	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0060	147	
1604	60	PRA	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	124906-F2	139	
1604	60	PRA	Zenith	MX150	GE Transfer Switch	1557779	151	
1604	60	PRA	Ferrups	FE020AA0A0A0A0B	Ferrups 1.4KVA UPS	EB215FE002	150	
		PRA	Andrew	DB-224A	Transmit/Receive Antenna			
		PRA	Andrew	DB-224A	Transmit/Receive Antenna			

1604	60	RED	Harris	Intraplex	Simulcast Multiplexer	PRD0408548-027	572	
		RED	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343876	551	
		RED	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343875	552	
1606	10	RED	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6249	580	
1604	85	RED	Cummins	GGFD-5744023E	Generator	E120334878	581	
1604	60	RED	Exalt	EX-5i	Microwave radio	PE39115916	602	
		RED	Spectracom	1118	CTCSS	3052	564	
		RED	Spectracom	1118	CTCSS	3113	565	
		RED	Spectracom	1118	CTCSS	3102	566	
		RED	Spectracom	1118	CTCSS	1860	567	
		RED	Spectracom	1118	CTCSS	3088	568	
		RED	Spectracom	1118	CTCSS	1866	569	
		RED	Spectracom	1118	CTCSS	3118	570	
		RED	Spectracom	1118	CTCSS	3125	571	
1604	60	RED	Spectracom	8195B	Master Oscillator	1259	573	
1604	60	RED	Spectracom	8143	Signal Selector	1800	574	
		RED	Convex	VDL-RS	Variable Delay Line	4755	575	
		RED	Spectracom	1118	CTCSS			
1604	60	RED	Harris	SXHMCX	MASTR III BCFPD Simulcast Linked	987762139	265	
1604	60	RED	TPL	PA3-2GF-HMS	High Power RF Amplifier	1169		
1604	60	RED	EMR	W74616	High Power Circulator	140521-015		
1604	60	RED	Zenith	MX150	GE Transfer Switch	1587255-1	554	
1604	60	RED	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868391	556	
1604	60	RED	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868392	557	
1604	60	RED	Harris	SXHMCX	MASTR III Simulcast Transmitter HSRT 00141	987762136	558	
1604	60	RED	Harris	SXHMCX	MASTR III Simulcast Transmitter	987762137	559	15354
1604	60	RED	Harris	SXHMCX	MASTR III Simulcast Transmitter	987762138	560	15355
1604	60	RED	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868393	561	
1604	60	RED	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868394	562	
1604	60	RED	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868395	563	
1604	60	RED	Tx-Rx	73-38-05-2D-08	TX Combiner and associated filter equipment	125341	553	
1604	60	RED	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG009	555	
		RED	Andrew	DB-224A	Transmit/Receive Antenna			
		RED	Andrew	DB-224A	Transmit/Receive Antenna			
		RED	Andrew	DB-224A	Transmit/Receive Antenna			
		RED	Andrew	DB-224A	Transmit/Receive Antenna			
		RED	Andrew	DB-408	Transmit/Receive Antenna			
		RIG	Telco Systems	3100-10	CSU	ACE-27319	389	
		RIG	Telco Systems	24 FC 19 I3	T1 channel bank		390	
		RIG	GE	AJCS12DCBM1	GE Window Air Conditioner	LM342909	162	
		RIG	GE	AJCS12DCBM1	GE Window Air Conditioner	HM356942	163	
1606	10	RIG	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6296	164	
1604	60	RIG	Exalt	EX-5i	Microwave radio	PE39115971	388	
		RIG	Radiowaves	SP2-5.2	Microwave Dish Antenna			
		RIG	Andrew	DB-224A	Transmit/Receive Antenna			
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0089	152	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0057	153	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0084	154	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0062	155	
1604	60	RIG	Motorola	T5589A	AstroTac VHF Receiver	677CLK0057	156	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0069	157	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0087	158	
1604	60	RIG	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0064	159	
1604	60	RIG	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	124906-F3	160	
1604	60	RIG	Zenith	MX150	GE Transfer Switch	1593426-3	161	
1604	60	RIG	Ferrups	FE020AA0A0A0A0B	Ferrups 1.4KVA UPS	EA032FE006	391	
1604	60	RNN	Harris	Intraplex	Simulcast Multiplexer	PRD0409601-008	364	
1604	60	RNN	Harris	SXHMCX	MASTR III BCFPD Simulcast Linked	99875589	266	
		RNN	Convex	VDL-RS	Variable Delay Line	4754	386	
		RNN	Spectracom	1118	CTCSS	3598		
1604	60	RNN	TPL	PA3-2GG-HMS	High Power RF Amp	1010	385	
1604	60	RNN	EMR	W74616	High Power Circulator	140519-003		
		RNN	GE	AJCS12DCBM1	GE Window Air Conditioner	TH295511	358	
		RNN	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343253	359	
1606	10	RNN	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6163	601	
1604	85	RNN	Cummins	GGFD-5744023E	Generator	L080227229	357	
1604	60	RNN	Exalt	EX-5i	Microwave radio	PE35113052	363	

1604	60	RNN	Spectracom	8195B	Master Oscillator	1257	365	
1604	60	RNN	Spectracom	8143	Signal Selector	1808	366	
		RNN	Spectracom	1118	CTCSS	3090	375	
		RNN	Spectracom	1118	CTCSS	3105	376	
		RNN	Spectracom	1118	CTCSS	3096	377	
		RNN	Spectracom	1118	CTCSS	1868	378	
		RNN	Spectracom	1118	CTCSS	3092	379	
		RNN	Spectracom	1118	CTCSS	1862	380	
		RNN	Spectracom	1118	CTCSS	3116	381	
		RNN	Spectracom	1118	CTCSS	3114	382	
1604	60	RNN	Spectracom	8195B	Master Oscillator	437	387	
1604	60	RNN	Zenith	MX150	GE Transfer Switch	1566579	362	
1604	60	RNN	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868371	367	
1604	60	RNN	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868372	368	
1604	60	RNN	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775589	369	
1604	60	RNN	Harris	SXHMCX	MASTR III Simulcast Transmitter	9864254	370	
1604	60	RNN	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775588	371	
1604	60	RNN	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868373	372	
1604	60	RNN	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868374	373	
1604	60	RNN	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868375	374	
1604	60	RNN	Tx-Rx	73-38-05-2D-12	TX Combiner and associated filter equipment	88676-A	360	
1604	60	RNN	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG011	361	
		RNN	Andrew	DB-224A	Transmit/Receive Antenna			
		RNN	Andrew	DB-224A	Transmit/Receive Antenna			
1604	60	RNN	Andrew	DB-224AS	Dual Transmit/Receive Antenna			
1604	60	RNN	Radiowaves	SP3-5.2	Microwave Dish Antenna			
1604	60	ROC	Utility		260' guyed radio tower			
1604	60	ROC	TWR Lighting	AA1M	Tower Lighting System	5551	119	
		ROC	Andrew	DB224A	Receive Antenna			
		ROC	Andrew	DB224A	Receive Antenna			
1604	60	ROC	Andrew	DB224AS	Dual Antenna			
1604	60	ROC	Andrew	DB224AS	Dual Antenna			
		ROC	Telco Systems	3100-40	CSU	ACE-27271	123	
		ROC	Telco Systems	24 FC 19 I3	T1 channel bank	ACE-27240	124	
1604	60	ROC	Harris	Intraplex	Simulcast Multiplexer	PRD0403645-035	303	
		ROC	GE	AJCS12DCBM1	GE Window Air Conditioner	TH295365	121	
		ROC	GE	AJCS12DCBM1	GE Window Air Conditioner	TH294583	122	
1606	10	ROC	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6247	127	
1604	85	ROC	Cummins	GGFD-5744023	Generator	K050855144	128	
1604	60	ROC	Exalt	EX-5i	Microwave radio	PE39116006	302	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0082	108	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0074	109	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLD0079	110	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0066	111	
1604	60	ROC	Motorola	T5589A	AstroTac VHF Receiver	677CLK0058	112	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0068	113	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0073	114	
1604	60	ROC	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0065	115	
1604	60	ROC	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	124906-F1	116	
1604	60	ROC	Spectracom	8195B	Master Oscillator	1256	304	
1604	60	ROC	Spectracom	8143	Signal Selector	1811	305	
		ROC	Spectracom	1118	CTCSS	3093	315	
		ROC	Spectracom	1118	CTCSS	3123	316	
		ROC	Spectracom	1118	CTCSS	3056	317	
		ROC	Spectracom	1118	CTCSS	3103	318	
		ROC	Spectracom	1118	CTCSS	3104	319	
		ROC	Spectracom	1118	CTCSS	3106	320	
		ROC	Spectracom	1118	CTCSS	3120	321	
		ROC	Spectracom	1118	CTCSS	3112	322	
1604	60	ROC	Zenith	MX150	GE Transfer Switch	1593427-2	117	
1604	60	ROC	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868376	307	
1604	60	ROC	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868377	308	
1604	60	ROC	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775592	309	
1604	60	ROC	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775590	310	
1604	60	ROC	Harris	SXHMCX	MASTR III Simulcast Transmitter	98775591	311	
1604	60	ROC	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868378	312	
1604	60	ROC	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868379	313	
1604	60	ROC	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868380	314	

1604	60	ROC	Tx-Rx	73-38-05-2D-12	TX Combiner and associated filter equipment	129063	306	
1604	60	ROC	Best	ME2.1KVA	UPS	ME2.1K13073	120	
		SCO	GE	AJCS12DCBM1	GE Window Air Conditioner	TH294355	284	
		SCO	GE	AJCS12DCBM1	GE Window Air Conditioner	TH294505	285	
1606	10	SCO	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6328	288	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0072	275	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0138	276	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0127	277	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0133	278	
1604	60	SCO	Motorola	T5589A	AstroTac VHF Receiver	677CLK0047	279	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLX0088	280	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CLF0056	281	
1604	60	SCO	Motorola	T5769A	MTR2000 VHF Receiver	474CJM0109	282	
1604	60	SCO	Tx-Rx	72-37-10206E	RX Preselector and associated filter equipment	140656-D2	283	
1604	60	SCO	Zenith	MX150	GE Transfer Switch	1610006-3	286	
1604	60	SCO	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG013	287	
		SHE	GE	AJCS12DCBM1	GE Window Air Conditioner	LM343117	218	
		SHE	GE	AJCS12DCBM1	GE Window Air Conditioner	HM357116	219	
1606	10	SHE	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6258	223	
1604	85	SHE	Cummins	GGFD-5744023E	Generator	G100141801	224	
1604	60	SHE	Tx-Rx	Custom	Transmit and Receive Combiner	124609-E	221	
1604	60	SHE	Zenith	MX150	GE Transfer Switch	1593427-1	220	
1604	60	SHE	Motorola	T5365A	Quantar VHF base station	448CLK0076	222	
		SHE	Andrew	DB-224A	Transmit/Receive Antenna			
		SHE	Andrew	DB-224A	Transmit/Receive Antenna			
		SHE	Andrew	DB-224A	Transmit/Receive Antenna			
		SHE	Andrew	DB-224A	Transmit/Receive Antenna			
		STE	GE	AJCS12DCBM1	GE Window Air Conditioner	LM344506	476	
		STE	GE	AJCS12DCBM1	GE Window Air Conditioner	LM344367	477	
1606	10	STE	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6288	480	
1604	85	STE	Cummins	GGFD-5744023E	Generator	B110186787	473	
1604	60	STE	Tx-Rx	Custom	RX Preselector and associated filter equipment	124906-D	479	
1604	60	STE	Tx-Rx	Custom	Transmit combiner			
1604	60	STE	Zenith	MX150	GE Transfer Switch	1480430-2	478	
1604	60	STE	Motorola	T5766A	MTR2000 VHF Base Station	474CLX0052	474	
1604	60	STE	Motorola	T5766A	MTR2000 VHF Base Station	474CLX0051	475	
		STE	Motorola	T3000	MTR3000 VHF Base Station CITY	512IMW0530		
		STE	Andrew	DB-224A	Transmit/Receive Antenna			
		STE	Andrew	DB-224A	Transmit/Receive Antenna			
		STE	Andrew	DB-224A	Transmit/Receive Antenna			
		STE	Andrew	DB-224A	Transmit/Receive Antenna			
1604	60	Storage	Exalt	EX-5i-16	Microwave radio	PE17113845	591	
1604	60	Storage	Exalt	EX-5i-16	Microwave radio	PE17113909	594	
1604	60	Storage	Exalt	EX-4.9i	Microwave radio	PE30118865	595	
1604	60	Storage	Exalt	EX-5i	Microwave radio	PE39116003	596	
		Storage	Motorola	M28QSS9PW1AN	XTL1500 UHF Mobile Radio	726CJM0146	597	
		Storage	Motorola	M20KSS9PW1AN	XTL5000 VHF Mobile Radio	585CMF1638	598	
		Storage	Motorola	M20KSS9PW1AN	XTL5000 VHF Mobile Radio	585CMF1631	599	
		Storage	Motorola	M28QSS9PW1AN	XTL1500 UHF Mobile Radio	726CJM0143	600	
1604	60	Storage	Spectracom	8195B	Master Oscillator	1813	592	
1604	60	Storage	Spectracom	8195B	Master Oscillator	2437	593	
1604	60	Storage	Exalt	EX-5i-16	Microwave radio	PE17113899	446	
1604	60	Storage	Motorola		Radio Programming Kit with Cables			
		Storage	Hewlett Packard	4934A	TIMS -- Line Test Set	2921U00821		
		Storage	Hewlett Packard	4934A	TIMS -- Line Test Set	3038U02409		
1604	60	Storage	Motorola	R2600CH5	Service Monitor Test Set	486KTY0110		
		Storage	Fluke	405	Digital Multi-Meter	6145092		
		Storage	Telewave	44AP	Wattmeter	34034		
		Storage	Eagle	RLB150X4	Return Loss Bridge Test Set			
		Storage	Motorola	R1029B	Oscilloscope			
		Storage	Pace	PPS-5	Soldering Station	8855		
1604	60	Storage	Tx-Rx		Miscellaneous Parts and Hardware			
1604	60	Storage	Telco Systems		Miscellaneous Parts and Hardware			
1604	60	Storage	Various		Telecom Parts and Hardware			
1604	60	Storage	Spectracom	8143	Signal Selector	0777		

1604	60	Storage	Spectracom	8195	Master Oscillator	01800		
1604	60	Storage	Motorola	T5766A	UHF MTR2000 Base Station	474CKM0006		
1604	60	Storage	Motorola	T5766A	VHF MTR2000 Base Station	474CLX0050		
1604	60	Storage	Motorola	T5769A	VHF MTR2000 Receiver	474CCK0053		
1604	60	Storage	Motorola	T5766A	VHF MTR2000 Base Station	474CLB0012		
1604	60	Storage	Motorola	T5769A	VHF MTR2000 Receiver	474CCRO206		
1604	60	Storage	Motorola	T5769A	VHF MTR2000 Receiver	474CKM0005		
1604	60	Storage	Motorola	T5731A	VHF MTR2000 Receiver	474CXK0078		
1604	60	Storage	Motorola	T5731A	VHF MTR2000 Receiver	512CXK0020		
1604	60	Storage	Motorola	T5731A	VHF MTR2000 Receiver	512CXK0077		
1604	60	Storage	Motorola	T5731A	VHF MTR2000 Receiver	512CXK0022		
1604	60	Storage	Motorola	T5731A	VHF MTR2000 Receiver	512CXK0023		
1604	60	Storage	Motorola	R1100	Tone Synthesizer Test Set	261CGL0148		
1604	60	Storage	JPS	SNV-12	Voting Comparator Chassis	3194		
1604	60	Storage	Motorola	T5589A	VHF Astro Tac Rreceiver	743CBT0035		
		Storage	Sears Craftsman		Tool Box			
1604	60	Storage	Spectracom	8195A	Master Oscillator	R0927		
1604	60	Storage	Spectracom	8195A	Master Oscillator	R1343		
1604	60	Storage	Spectracom	8143	Signal Selector	0767		
1604	60	Storage	Spectracom	8143	Signal Selector	0582		
1606	10	WAL	Sentinel Lumber	Bilt-Rite Shelter	10'x15' Equipment Shelter	6135		298
1604	85	WAL	Cummins	GGFD-5744023E	Generator	J080214966		299
1604	60	WAL	Zenith	MX150	GE Transfer Switch	1545970		296
1604	60	WAL	Motorola	T5365A	Quantar VHF base station	488CCV0015		291
1604	60	WAL	Motorola	T5766A	MTR-2000 VHF base station	474CHF0030		134
1604	60	WAL	Motorola	T5766A	MTR-2000 VHF base station	474CMB0073		289
1604	60	WAL	Motorola	T5766A	MTR-2000 VHF base station	474CLX0120		290
		WAL	Harris	SXHMCX	MU Interop Base Station	C0809AAB5B5		
		WAL	Tx-Rx	28-83E-01A	Duplexer for MU Interop Base	102386-A1		
1604	60	WAL	Harris	SXHMCX	MASTR III BCFPD Simulcast Linked HSRT 147	987762140		267
		WAL	Convex	VDL-RS	Variable Delay Line	4753		
		WAL	Spectracom	1118	CTCSS	3611		
1604	60	WAL	TPL	PA3-2FG-HMS	High Power RF Amp	1076		294
1604	60	WAL	EMR	74816/HF	High Power Circulator	031007-011		611
1604	60	WAL	Tx-Rx	73-38-05-2D-04	Transmitter Combiner	121494-A2		300
1604	60	WAL	Spectracom	8195	Master Oscillator	1790		292
		WAL	RFS/Cellwave	PD-1109-1	Transmit/Receive Antenna MU Interop			
		WAL	Andrew	DB-224A	Transmit/Receive Antenna			
		WAL	Andrew	DB-224A	Transmit/Receive Antenna			
		WAL	Andrew	DB-224A	Transmit/Receive Antenna			
		WAL	Andrew	DB-224A	Transmit/Receive Antenna			
		WAL	Andrew	DB-408	Transmit/Receive Antenna			
		Warehouse	Fedders	A7U12W7A	Fedders AC	ES 273401 135X		582
		Warehouse	GE	AJCS12DCBM1	GE Window Air Conditioner			588
		Warehouse	GE	AJCS12DCBM1	GE Window Air Conditioner			589
1604	60	Warehouse	Motorola	T5769A	MTR2000 VHF Receiver	474CLX01014		
1604	60	Warehouse	Motorola	T5769A	MTR2000 VHF Receiver	474CJM0111		
1604	60	Warehouse	Motorola	T5769A	MTR2000 VHF Receiver	474CJM0110		
1604	60	Warehouse	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0075		586
1604	60	Warehouse	Motorola	T5769A	MTR2000 VHF Receiver	474CLM0081		587
1604	60	Warehouse	Motorola	T5365A	AstroTac VHF Receiver	448CLK0077		1014
1604	60	Warehouse	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868407		585
1604	60	Warehouse	Harris	SXHMCX	MASTR III BCFPD linked transmitter old WAL	OLD		293
		Warehouse	Spectracom	1118	CTCSS	1861		
1604	60	Warehouse	Harris	SXHMCX	MASTR III BCFPD linked transmitter old RNN	OLD		383
		Warehouse	Spectracom	1118	CTCSS	3094		384
1604	60	Warehouse	Harris	SXHMCX	MASTR III BCFPD linked transmitter fmr RED	99875970		
		Warehouse	Spectracom	1118	CTCSS	3124		577
1604	60	Warehouse	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868409		
1604	60	Warehouse	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868410		
1604	60	Warehouse	Harris	SXHMDX	MASTR III Simulcast Transmitter	9868408		
1604	60	Warehouse	Tx-Rx	T-Pass Custom TX	TX Combiner and associated filter equipment	88676-C		130
1604	60	Warehouse	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG008		583
1604	60	Warehouse	Ferrups	FG010AA0A0A0A0B	Ferrups 2.1KVA UPS	BE462FG012		584
1604	60	Warehouse	Decibel Products	DB-4070	VHF Duplexer	D1277-1		579

**Exhibit B.
FCC Licenses**

The following FCC licenses presently held in the name of City of Columbia will be transferred to the County of Boone through an assignment of authorization to the extent allowed by law.

KAB-278	Base and mobile, simulcast public safety
KB-35870	Base and mobile, simulcast public safety
KDJ-485	Base and mobile, simulcast public safety
WNBF-553	Base and mobile, simulcast public safety
WPEI-289	Base, EMS
WPJM-695	Base and mobile, public safety
WPJQ-921	Base and mobile, public safety
WPRY-340	Mobile, public safety
WQDU-239	Base, public safety, control
WQNC-847	Base and mobile, public safety, 800 MHz
WQNG-741	Base, public safety
WQOW-936	Microwave, public safety
WQPY-416	Base and mobile, simulcast public safety
WQSL-552	Base and mobile, simulcast public safety
WXP-405	Base, public safety

Exhibit C
Assignment of Legal Authorizations and Contracts

1. The following commercial tower leases presently exist between the City and the listed tower owners.

ASH Site, site owner Contemporary Media

MCC Site, site owner MediaCom

CEN Site, site owner U.S. Cellular

SCO Site, site owner U.S. Cellular

ZIN Site, site owner American Tower

RIG Site, site owner American Tower

2. The following site leases and/or sharing agreements exist between the City and the listed public agencies/private site owners.

KOM Site, Curators of University of Missouri

RED Site, City of Ashland

CNT Site, City of Centralia

HAR Site, Coyote Hill

ROC Site, Mr. Jimmy Wyatt

Exhibit D
Agreements with Utilities and Vendors

1. The following utility agreements exist between the City and the listed service providers.

CNT Site, electrical power, City of Centralia
CEN Site, electrical power, Ameren
HAR Site, electrical power, Howard County Electric
RNN Site, electrical power, Boone Electric
ZIN Site, electrical power, Boone Electric
PRA Site, electrical power, Boone Electric
WAL Site, electrical power, Columbia Water and Light
MAL Site, electrical power, Columbia Water and Light
SCO Site, electrical power, Boone Electric
ROC Site, electrical power, Howard County Electric
RED Site, electrical power, Ameren
DEM Site, electrical power, Ameren
RIG Site, electrical power, Boone Electric

2. The following telecom service agreements exist between the City and the listed service provider.

ASH Site, leased T-1 circuit, CenturyLink
GRS Site, leased circuit, CenturyLink
PRA Site, leased circuits, CenturyLink
RED Site, leased T-1 circuit, CenturyLink
SCO Site, leased circuits, CenturyLink
RIG Site, dial line, CenturyLink
ROC Site, dial line, CenturyLink

3. The following LP tank rental agreements exist between the City and the listed service provider.

CNT Site, LP tank rental
GRS Site, LP tank rental
HAR Site, LP tank rental
RED Site, LP tank rental
RNN Site, LP tank rental
ROC Site, LP tank rental
SHE Site, LP tank rental
STE Site, LP tank rental
WAL Site, LP tank rental
ZIN Site, LP tank rental