## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20

17

17

**County of Boone** 

In the County Commission of said county, on the

5th

day of January

20

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C215080010 with Image Technologies of Columbia, MO to purchase three (3) photocopiers with maintenance, one each for the Purchasing Department, Collector and Prosecuting Attorney and also trade-in three (3) surplus copiers, with zero trade-in value, to Image Technologies, Asset Tag numbers 17755, 15627 and 17457.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Photocopiers and Maintenance and Request for Disposal forms.

Done this 5th day of January, 2017.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

pred J. Parry

District I Commissioner

Janet M. Thompson

Acting Presiding Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



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

### **MEMORANDUM**

TO:

Boone County Commission Melinda Bobbitt, CPPO, CPPB

FROM: DATE:

December 15, 2016

RE:

Cooperative Contract: C215080010 - Photocopiers and Maintenance for Boone

County Purchasing, Collector, and Prosecuting Attorney

The Boone County Purchasing Department requests permission to utilize the State of Missouri cooperative contract C215080010 (pricing based on NASPO Value Point contract 3091) with Image Technologies of Columbia, Missouri to purchase three photocopier with maintenance as follows:

## For Annex Building for Purchasing, HR, Facilities:

Konica Minolta C754e (color) Copier / Printer / Scanner

Total cost: \$16,361.08

Department: 1118, Account: 92000

Maintenance: \$907.20 annually for 168,000 black and white prints and \$0.041 per color print

### **Prosecuting Attorney:**

Konica Minolta C754e (color) Copier / Printer / Scanner

Total cost: \$15,950.88

Department: 1261, Account: 92000, 60050

Maintenance: \$604.80 annually for 108,000 black and white prints and \$0.042 per color print

## Collector:

Konica Minolta C754e (color) Copier / Printer / Scanner

Total cost: \$12,441.78

Department: 1150, Account: 9200, 60050

Maintenance: \$604.80 annually for 108,000 black and white prints and \$0.042 per color print

In addition, Image Technologies is providing another copier for the Collector's office to use.

Konica 283 Copier / Printer / Scanner

Total cost: \$0.00

Department: 1150, Account: 92000, 60050 Maintenance: \$0.007 per click, billed in arrears Attached for approval are Disposal Forms for the following surplus copiers which will be traded in to Image Technologies:

Purchasing: Canon iRC5051, fixed asset tag 17755 (trade-in value: \$0.00)

Prosecuting Attorney: Canon Image Runner 5570, fixed asset tag 15627 (trade-in value: \$0.00)

Collector: Ricoh MP5001, fixed asset tag 17457 (trade-in value: \$0.00)

IT will check the equipment and remove the storage device if one exists prior to equipment being removed from County.

cc: Contract File

Brian McCollum, Collector

Bonnie Adkins, Prosecuting Attorney

## PURCHASE AGREEMENT FOR PHOTOCOPIERS AND MAINTENANCE for Purchasing, Collector, Prosecuting Attorney

THIS AGREEMENT dated the _	51h	day of January	2017 is made between Boone
County, Missouri, a political subdivision o			
herein "County" and Sumner Group, Inc.	d/b/a Ir	mage Technologies of	f Missouri herein "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for a term and supply contract for Photocopier(s) and Maintenance in compliance with State of Missouri contract C215080010 (which is based upon NASPO Value Point contract 3091), Image Technologies quotes dated August 12 & 17, 2016 (Purchasing), August 24, 2016 (Prosecuting Attorney, August 5, 2016 (Collector), Boone County Missouri Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response and with State of Missouri contract C215080010 may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

<u>Purchasing</u> – Boone County Purchasing, Attn: Melinda Bobbitt, 613 E. Ash Street, Columbia, MO 65201. Phone: (573) 886-4391. E-mail: <u>MBobbitt@boonecountymo.org</u>.

## Quantity: One (1) each

Copier: Konica Minolta bizhub c754e (75 ppm) (color) Copier / Printer / Scanner

New Photocopier: A2X0017 includes the following: \$12,441.78

• 75 pages per minute

• ESP Diagnostic Power Filter 120V/20A: XGPCS20DKM \$214.90

• Dual Scan Feeder

• 2x500 Sheet Adjustable Drawers

• 2x1500 Sheet 8.5"x11" Drawers

• 150 Sheet Bypass

LU-301 Large Capacity Tray
 FS-534 + RU-513 Staple Finisher: A3EPWY2 / A87JWY1
 Fax Kit
 2/3 Hole Punch (FS-534): A3ETW11
 \$1,246.70
 \$1,298.50
 \$749.00
 \$410.20

TOTAL: \$16,361.08

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- 168,000 black & white prints annually (14,000/month) for \$907.20 with overage at \$0.0054/page
- Color billed @ \$0.041 per print, billed quarterly in arrears

- Includes parts, labor, travel time, toner, staples and drum. Excludes paper.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance rates are firm for seven (7) years.

A monthly base may be requested by the County at any time for the following prices:

Black & White	<u>Color</u>
\$0.0056 with 9,000 monthly base	\$0.042/print
\$0.0054 with 14,000 monthly base	\$0.041/print
\$0.0054 with 20,000 monthly base	\$0.004/print

Collector – Boone County Collector, Attn: Brian McCollum, 801 E. Walnut Street, Room 118, Columbia, MO 65201. Phone: (573) 886-4291. E-mail: BMcCollum@boonecountymo.org.

## Quantity: One (1) each

Copier: Konica Minolta c754e (75 ppm) (color) Copier / Printer / Scanner (\$12,441.78).

New Photocopier includes the following:

- Dual Scan Feeder
- 2x500 Sheet Adjustable Drawers
- 2x1500 Sheet 8.5"x11" Drawers
- 150 Sheet Bypass

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- 108,000 black & white prints annually (9,000/month) for \$604.80 with overage at \$0.0056/page
- Color billed @ \$0.042 per print, billed quarterly in arrears
- Includes parts, labor, travel time, toner, staples and drum. Excludes paper.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance rates are firm for seven (7) years.

A monthly base may be requested by the County at any time for the following prices:

Black & White	<u>Color</u>
\$0.0056 with 9,000 monthly base	\$0.042/print
\$0.0054 with 14,000 monthly base	\$0.041/print
\$0.0054 with 20,000 monthly base	\$0.004/print

Copier: Image Technologies agrees to provide a back-up copier equivalent or better than a Ricoh MP 5001.

Collector – Boone County Collector, Attn: Brian McCollum, 801 E. Walnut Street, Room 118, Columbia, MO 65201. Phone: (573) 886-4291. E-mail: <u>BMcCollum@boonecountymo.org</u>.

Image Technologies will provide a copier in exchange for County owned Ricoh MP5001 for no additional charge for a period up to seven (7) years.

Quantity: One (1) each

Copier: Konica Minolta 283 (28 ppm) Copier / Printer / Scanner (\$0.00).

**Maintenance:** shall be provided for the copier for \$0.007 per click as follows:

- Billed quarterly in arrears
- Includes parts, labor, travel time, toner, staples, and drum. Excludes paper.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance rates are firm for seven (7) years.

Prosecuting Attorney – Boone County Prosecuting Attorney, Attn: Bonnie Adkins, 705 E. Walnut Street, Columbia, MO 65201. Phone: (573) 886-4112; E-mail: <u>BAdkins@boonecountymo.org</u>.

Quantity: One (1) each

**TOTAL:** 

Copier: Konica Minolta c754e (75 ppm) (color) Copier / Printer / Scanner

New Photocopier: A2X0017 includes the following:

\$12,441.78

\$15,950.88

 Includes PS, PCL & XPS Controller, 2 GB Standard memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Drive, USB Local Printing, Electrical Requirements: 120V, 60Hz

•	ESP Diagnostic Power Filer 120V/20A: XGPCS20DKM	\$214.90
•	LU-301 Large Capacity Tray: A03NWY2	\$1,246.70
•	FS-534 + RU-513 Staple Finisher: A3EPWY2 / A87JWY1	\$1,298.50
•	Fax Kit: FK-511, A4MF012	\$749.00
•	Color copy, print, scan	

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- 108,000 black & white prints annually (9,000/month) for \$604.80 annually (\$50.40/month) with overage at \$0.0056/page
- Color billed @ \$0.042 per print, billed quarterly in arrears
- Includes parts, labor, travel time, toner, staples and drum. Excludes paper.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less

- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance rates are firm for seven (7) years.

A monthly base may be requested by the County at any time for the following prices:

Black & White	<u>Color</u>
\$0.0056 with 9,000 monthly base	\$0.042/print
\$0.0054 with 14,000 monthly base	\$0.041/print
\$0.0054 with 20,000 monthly base	\$0.004/print

**Delivery and Installation**: Contractor agrees to deliver, setup, connect and provide training of copiers within 10 days after receipt of Purchase Order.

*Trade-in Copiers:* Contractor shall remove the following trade-in copiers with a \$0.00 value the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copiers and leave with the Boone County Information Technology department.

Purchasing: Canon iRC5051, fixed asset tag 17755, serial # GQM52285 Prosecuting Attorney: Canon Image Runner 5570, fixed asset tag 15627, serial # C10018317 Collector: Ricoh MP5001, fixed asset tag 17457, serial # C10043028

Contractor's on-site maintenance for copier(s) shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

- 3. **Billing and Payment** Billing shall be invoiced to the Boone County Ordering Department. Addresses provided above. Billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 4. **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.
- 5. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- Termination This agreement may be terminated by the County upon thirty days advance written 6. notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

c. If appropriations are not n	hade available and budgeted for any calendar year.
IN WITNESS WHEREOF the parties through agreement on the day and year first above we	agh their duly authorized representatives have executed this ritten.
SUMNER GROUP, INC. D/B/A/MAGE TECHNOLOGIES/OF M	BOONE COUNTY, MISSOURI
or I mot show	by: Boone County Commission
itle Act MUST	Canel Mar
nue 1900	TANET M THOMPSON ACTING PRESIDING CHIMISSION
APPROVED AS TO FORM: Country Country Country Country	ATTEST:  Wendy S. Woren, County Clerk
and is available to satisfy the obligation(s) a	tertify that a sufficient unencumbered appropriation balance exists rising from this contract. (Note: Certification of this contract is not create a measurable county obligation at this time.)  Purchasing: 1118 / 92000 / \$16,361.08
	Maintenance: 1118 / 60050 / \$907.20/168,000 copies + overage at \$0.0054/page. Color: \$0.041/page
	<b>Collector:</b> 1150 / 92000 / \$12,441.78 Maintenance: 1150 / 60050 / \$604.80/108,000 copies +
	overage at \$0.0056/page. Color: \$0.042/page
	<b>Prosecuting Attorney:</b> 1261 / 92000 / \$15,950.88
	Maintenance: 1261 / 60050 / \$604.80/108,000 copies +
	overage at \$0.0056/page. Color: \$0.042/page
Orma, Pitch Road her Hel	12-19-16
Signature The state of the stat	Date Appropriation Accounts

### STANDARD TERMS AND CONDITIONS - CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

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). 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 Holder address:

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia, MO 65201

Criso 8 0010



Melinda Bobbit Director of Purchasing RE: Copier Quote

#### **Proposed**

Konica Minolta c754e (75 ppm)

Dual Scan Feeder

2X500 Sheet Adjustable Drawers

2X1500 Sheet 8.5"X11" Drawers

150 Sheet Bypass

LU -301 Large Capacity Tray

FS-534 + RU-513 Staple Finisher

Fax Kit

Hole punch

Color copy,print,scan

16761.08 (see rest page)

NASPO Contract Price (not to exceed).....\$16,360.20

Pricing includes delivery setup, connectivity, initial and on-going training.

## Service and Supply Bands

9,000 impressions per month
Base charge......\$50.40
B/W overages......\$.0056 per
Color overages......\$.042 per

14,000 impressions per month

Base charge.....\$75.60

B/W overages.....\$.0054 per

Color overages.....\$.041 per

20,000 in pressions per month

Base charge ......\$108.00

B/W overages......\$ .0054 per

Color overages......\$.004 per

All service and supply rates locked in for 7 year period.

Melinda Bobbitt - FW: Revised Copier Quote

From: Robert Odneal < ROdneal@imagetechmo.com> Melinda Bobbitt <mbobbitt@boonecountymo.org> To:

8/17/2016 2:02 PM Date: Subject: FW: Revised Copier Quote

From: Robert Odneal

Sent: Wednesday, August 17, 2016 2:02 PM

To: Robert Odneal

Subject: RE: Revised Copier Quote

A2X0017	bizhub C754e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Electrical Requirements: 120V, 60Hz	\$39,621.01	69%	\$12,441.78
XGPCS20DKM	ESP Diagnostic Power Filter 120V/20A	\$307.00	30%	\$214.90
	TOTAL CONFIGURATION	\$40,828.01	69%	\$12,656.68
A03NWY2	LU-301 Large Capacity Unit	\$1,780.80	30%	\$1,246.70
A3EPWY2 / A87JWY1	Finisher FS-534 + RU-513	\$1,855.00	30%	\$1,298.50
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	\$586.00	30%	\$410.20
A4MF012	FK-511 Fax Kit	\$1,070.00	30%	\$749.00

Melinda

Here is the not to exceed number I have calculated.

\$12,656.68 \$1,246.70 \$1,298.50 \$410.20 \$749.00 \$16,361.08

From: Robert Odneal

Sent: Tuesday, August 16, 2016 2:02 PM To: 'Melinda Bobbitt' Subject: RE: Revised Copier Quote

Sorry, out yesterday. You have it correct. Because of its age there simply is not a trade value for the Canon.

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]

Sent: Friday, August 12, 2016 4:45 PM

To: Robert Odneal

Subject: Re: Revised Copier Quote

Robert,

I'm trying to get your quote to match up to the contract. Your quote is for \$16,361.

I can't come up with that exact amount. I see these amounts on the contract:

c754e Copier: \$12,441.78 LU-301 Large Capacity Unit: \$1,246.70 PK-521 2/3 hole punch unit: \$604.10 Finisher FS-534 + RU-513: \$1,298.50 FK-511 Fax Kit: \$749 Total: \$16,340.00

What am I missing?

Also, can you offer a trade-in on our Image Runner C5051?

Thanks. Melinda

>>> Robert Odneal <<u>ROdneal@imagetechmo.com</u>> 8/12/2016 9:54 AM >>>

I think this should encompass the needed accessories and terms. If you see additional requirements please let me know. thanks

Robert Odneal

#### Melinda Bobbitt - RE: NEW COLOR COPIER

Robert Odneal < ROdneal@imagetechmo.com> From: Bonnie Adkins <BAdkins@boonecountymo.org> To:

8/24/2016 2:28 PM Date: Subject: RE: NEW COLOR COPIER prosents Attory Bonnie Adkiis

Option #1 Included B&W Base Number	9,000		
Impressions	,		
Option #1 Included Color Base Number Impressions	0		
Option #1 Monthly Base Charge	\$50.40		
Option #1 B&W Overage Rate	\$0.0056		
Option #1 Color Overage Rate	\$0.0420		

The 9,000 monthly black and white impressions @ \$50.40 per should cover you. Keep in mind you are going to see a monthly color charge (\$.042 per). I have no history to estimate that amount.

#### Melinda.

I am showing these as monthly, we can set them up annually.

From: Bonnie Adkins [mailto:BAdkins@boonecountymo.org]
Sent: Wednesday, August 24, 2016 1:49 PM
To: Robert Odneal

Subject: Re: NEW COLOR COPIER

What about maintenance? Can you help me figure out what that will be?

Bonnie Adkins Boone County Prosecutor's Office Office Administrator 705 E. Walnut Street Columbia, Missouri 65201 573-886-4112 573-886-4148 (Fax) badkins@boonecountymo.org

This email may contain confidential and/or privileged information. If you are not the intended recipient (or have received this email in error), please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure, or distribution of the material in this email is strictly forbidden. >>> Robert Odneal < ROdneal@imagetechmo.com> 8/24/2016 1:47 PM >>>

Roonie, here is the format Melinda is requesting. It is the color device that would meet the needs of the department. Thank you

A2X0017	bizhub C754e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Electrical Requirements: 120V, 60Hz	\$39,621.01	69%	\$12,441.78
XGPCS20DKM	ESP Diagnostic Power Filter 120V/20A	\$307.00	30%	\$214.90
	TOTAL CONFIGURATION	\$40,828.01	69%	\$12,656.68
A03NWY2	LU-301 Large Capacity Unit	\$1,780.80	30%	\$1,246.70
A3EPWY2 / A87JWY1	Finisher FS-534 + RU-513	\$1,855.00	30%	\$1,298.50
A4MF012	FK-511 Fax Kit	\$1,070.00	30%	\$749.00

TOTAL....\$

15,950.88



Collector



Brian McCollum

Boone County Collector
RE: Copier Quote

### Proposed

Konica Minolta c754e (75 ppm)

Dual Scan Feeder

2X500 Sheet Adjustable Drawers

2X1500 Sheet 8.5"X11" Drawers

150 Sheet Bypass

NASPO Contract Price.....\$12,441.78

Color copy, print, scan

## **Options**

LU 3,000 Sheet 8.5"X11" Large Capacity Tray.....\$1,246.70 FK 508 Fax Kit.....\$749.00

## Service and Supply Bands

9,000 impressions per month Base charge......\$50.40 B/W overages.....\$.0056 per Color overages......\$.042 per

14,000 impressions per month Base charge.......\$75.60 B/W overages.....\$.0054 per Color overages.....\$.041 per

20,000 impressions per month Base charge ......\$108.00 B/W overages ......\$.0054 per Color overages .....\$.004 per

August 5, 2016

## Melinda Bobbitt - RE: Copier Quote

From: Robert Odneal < ROdneal@imagetechmo.com>

To: Brian McCollum < BMcCollum@boonecountymo.org>

**Date:** 8/9/2016 9:32 AM **Subject:** RE: Copier Quote

CC: Melinda Bobbitt < MBobbitt@boonecountymo.org>

### Brian and Melinda,

I apologize for the confusion. The contract does include all consumable, including staples. The impressions per month are only black and white. Color is at a zero base and charged per click (indicated as overage) at the chosen level. Does that answer your questions?

From: Brian McCollum [mailto:BMcCollum@boonecountymo.org]

Sent: Tuesday, August 09, 2016 9:01 AM

To: Robert Odneal Cc: Melinda Bobbitt

Subject: Re: Copier Quote

Robert,

Thanks for the quote.

What is included with the maintenance contract? - parts, labor, toner, etc.

The monthly impressions limit can be a combination of both color and b/w - and once we exceed that amount, the cost per kicks in....is that correct?

### Brian

>>> Robert Odneal < ROdneal@imagetechmo.com > 8/5/2016 9:45 AM >>> Brian,

Here is the contract pricing for the new Konica Minolta c754e color device. I will forward the quote on to Melinda as you can discuss all options.

Thank you, Robert



# State of Missouri Contract # 3091 & C215080010



Title: Multifunction Copiers, Printers and Related Software

Contract Number: 3091 & C215080010

Contract Period: October 2, 2015 - December 31, 2019

Visit our website @ http://kmbs.konicaminolta.us/naspo3091

- Purchase & 24 / 36 / 48 / 60-Month FMV/Capital Lease
- Supplies & Maintenance
- Related Software

2014 BLI BUYERS LAB

"7th Consecutive Year"

B, R, A, N, D

CUSTOMER
LOYALTY

Published: July 2016





### **GROUP A - SEGMENT 4**

item Number	hem Description	KMBS List Price	Discount	Purchase Price
A2X0017	bizhub C754e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Electrical Regulrements: 120V, 60Hz	\$39,621.01	69%	\$12,441.78
XGPCS20DKM	ESP Diagnostic Power Filter 120V/20A	\$307.00	30%	\$214.90
1.00	TOTAL CONFIGURATION	\$40,828.01	69%	\$12,656.68
A092WW1	OT-503 Output Tray	\$112.00	30%	\$78.40
A0T3WY4	LU-204 Large Capacity Unit	\$3,339.00	30%	\$2,337.30
A03NWY2	LU-301 Large Capacity Unit	\$1,780.80	30%	\$1,246.70 \$2,114.00
A2Y1WY1 A2Y2WY1	FS-535 100-Sheet Stapling Finisher SD-512 Saddle Stitcher (FS-535)	\$1,670.00	30%	\$1,169.00
A2YRW11	PK-521 2/3 Hole Punch Unit (FS-535)	\$863.00	30%	\$604.10
A10CWY1	JS-602 Job Separator Tray (3rd Output Tray) for FS-526	\$500.32	30%	\$350.00
A109W12	ZU-606 Z-Folding Unit (FS-535)	\$5,509.88	30%	\$3,857.00
A10AWY1	PI-505 Post Inserter for FS-526	\$1,113.00	30%	\$779.10
A3EPWY2 / A87JWY1	Finisher FS-534 + RU-513	\$1,855.00	30%	\$1,298.50
A3EPWYC / A87JWY1	Finisher FS-534 with SD-511 + RU-513	\$3,305.00	30%	\$2,313.50
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	\$586.00	30%	\$410.20
A4MF012	FK-511 Fax Kit	\$1,070.00	30%	\$749.00
4614506	SP-501 Fax Stamp Unit	\$47.70	30%	\$33.60
4614511	Spare TX Marker Stamp 2	\$26.50	29%	\$18.90
A4NPWY1	MK-728 Mount Kit (3rd&4th Fax Line Mount Kit)	\$120.00	30%	\$84.00
A22M011	FK-508 Fax Board	\$1,068.48	30%	\$747.60
A4FRWY2	IC-414 Fiery Image Controller	\$4,158.00	30%	\$2,910.60
A4MGWY1	VI-506 Video Interface Card	\$296.00	30%	\$207.20
7640004312	EFI Hot Folders	\$874.50	30%	\$612.50
7640004313	EFI AutoTrap	\$874.50	30%	\$612.50
45109642	ES-2000 Spectrophotometer	\$1,348.00	30%	\$943.60
7640009476	EFI Fiery SeeQuence Impose	\$2,650.00	30%	\$1,855.00
7640009477	EFI Fiery SeeQuence Compose	\$1,166.00	30%	\$816.20
7640009478	EFI Fiery SeeQuence Impose+Compose Suite	\$3,178.94	30%	\$2,225.30
3000005452	Fiery Color Profiler Suite V 4.0 with ES-2000 Spectrophotometer	\$3,400.00	30%	\$2,380.00
7640017030	EFI IC-414 Productivity Package	\$4,500.00	30%	\$3,150.00
AOPDO16	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$1,100.00	30%	\$770.00
AOPD11H	LK-101 v3 i-Option License Kit (Web Browser)	\$53.00	30%	\$37.10
AOPDO17	LK-104 v3 i-Option License Kit	\$785.00	30%	\$549.50
AOPD118	LK-105 V3 i-Option Searchable PDF	\$668.00	30%	\$467.60
AOPDO19	LK-106 i-Option License Kit (Bar Code Font)	\$821.00	30%	\$574.70 \$483.00
AOPDO1F AOPD11G	LK-107 i-Option License Kit (Unicode Font)  LK-108 i-Option OCR Font	\$690.00 \$191.00	30%	\$133.70
AOPD11G	LK-110 i-Option U.C. ront  LK-110 i-Option License kit (OOXML File Conversion, Enhanced Image Data)	\$1,500.00	30%	\$1,050.00
AOPDO1K	LK-111 i-Option License Kit (ThinPrint Client Support)	\$250.00	30%	\$1,030.00
A4MHWY1	UK-204 i-Option - Memory Upgrade Kit	\$290.00	30%	\$203.00
A0X9WY1	AU-102 Biometric Authentication Unit	\$946.58	30%	\$662.90
A4NMWY1	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$60.00	30%	\$42.00
A0YCWY3	EK-605 USB Host Board (Local Internativount kit)	\$278.78	30%	\$195.30
A0YCWY4	EK-604 USB Host Board (Local Interface Kit)	\$200.34	30%	\$140.00
7640006869	External Keyboard	\$222.60	30%	\$156.10
7640013468	AU-204H Mag Stripe Card Reader	\$422.94	30%	\$296.10
R5427000136466	AU-205H IC Card Reader	\$399.00	30%	\$279.30
A64TWY1	KP-101 - 10-Key Pad	\$126.00	30%	\$88.20
A4NRWY1	KH-102 Keyboard Holder	\$123.00	30%	\$86.10
4623474	Key Counter Mount Kit 1 for Hecon Conventional Counter	\$86.00	30%	\$60.20
A0W4WY2	WT-506 Working Table	\$112.00	30%	\$78.40
7640005261	HID Proximity Cards - 10 pack	\$69.00	30%	\$48.30
A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	\$1,225.00 \$317.00	30%	\$857.50 \$221.90
7640013463	CS-1 Convenience Stapler Professional Services	\$317.00	30%	\$221.90
7640018460	Networking Fee	\$1.00	0%	\$1.00
7640019485	Professional Services Project Fee	\$1.00	0%	\$1.00
	procession services i roject rec	72.00	0.70	74100



Click on picture for online specifications

Service and Supplies Pricing - GROUP A	
Pricing Item	Segment 4
Make	KMBS
Model	bizhub C754e
B&W Zero Base Service Pricing	\$0.0058
Color Zero Base Service Pricing	\$0.0430
Color Optional Included Impression Pricing	
Option #1 Included B&W Base Number	9,000
Impressions	3,000
Option #1 Included Color Base Number	0
Impressions	
Option #1 Monthly Base Charge	\$50.40
Option #1 B&W Overage Rate	\$0.0056
Option #1 Color Overage Rate	\$0.0420
Option #2 Included B&W Base Number	14,000
Impressions	14,000
Option #2 Included Color Base Number	
Impressions	0
Option #2 Monthly Base Charge	\$75.60
Option #2 B&W Overage Rate	\$0.0054
Option #2 Color Overage Rate	\$0.0410
AND THE PARTY OF T	man Makeline or manada
Option #3 Included B&W Base Number	A STANDARD OF THE STANDARD OF
Impressions	20,000
Option #3 Included Color Base Number	
Impressions	0
Option #3 Monthly Base Charge	\$108.00
Option #3 B&W Overage Rate	\$0.0054
Option #3 Color Overage Rate	\$0.0400

Additional Labor Components			
7640019229 - Additional End User Training Cost by	\$75.00		
hours	\$73.00		
7640019230 - Additional Advanced / IT Training Cost	\$175.00		
by hours			
7640019231 - Additonal IT Support by hours	\$175.00		
Hard Drive Services performed by KMBS			
technician by hours (labor) - for HD replacement	\$135.00		
pricing please contact your Konica Minolta	\$133.00		
representative			
bizhub SECURE - flat fee	\$250.00		
Digital Solutions Center by month	\$10.00		
Percentage increase in Service and Supplies			
Rate by Service Zone			
Percentage Increase for Rural Zone	10%		
Percentage Increase for Remote Zone	4000%		
Moving Charges by Zone			
	N/C		
Zone 1 - 100 yards or less or within same building			
Zone 2 - Flat Fee (up to 50 miles)	\$450.00		
Zone 3 - Above 50 miles (in addition to the	62 nor mile		
charge permitted in Zone 2)	\$2 per mile		





## **Product Overview**

Click on product name below to be directed to appropriate pricing page.

Color bizhub C227 bizhub C258 bizhub C287 bizhub C308 bizhub C368 bizhub C454e bizhub C554e bizhub C654e bizhub C754e bizhub C754e bizhub PRESS C1060 bizhub PRESS C1070 / C1070P bizhub PRESS C1085
bizhub C227 bizhub C258 bizhub C287 bizhub C308 bizhub C368 bizhub C454e bizhub C554e bizhub C654e bizhub C754e bizhub C754e bizhub C754e bizhub C754e
bizhub C227 bizhub C258 bizhub C287 bizhub C308 bizhub C368 bizhub C454e bizhub C554e bizhub C654e bizhub C754e bizhub C754e bizhub C754e bizhub C754e
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bizhub C287 bizhub C308 bizhub C368 bizhub C454e bizhub C554e bizhub C654e bizhub C754e bizhub C754e bizhub PRESS C1060 bizhub PRESS C1070 / C1070P
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bizhub PRESS C1060 bizhub C1060L bizhub PRESS C1070 / C1070P
bizhub C1060L bizhub PRESS C1070 / C1070P
bizhub PRESS C1070 / C1070P
DIZAUD PRESS C1085
bizhub Press C1100
Color
bizhub C3100p
bizhub C3110
bizhub C3350
bizhub C3850FS
)





#### GROUP A - SEGMENT 4

Hem Number	Hem Description	KMBS List Price Discount Purchase Price
	A CONTRACTOR OF THE CONTRACTOR	

- NOTES:

  1) SD-512 A2Y2W19 Provides booklet output for FS-335 Staple Finisher (20 sheets/80 pages)

  2) OT-503 A092WW1 OT-503 Output Tray is required if a finisher is not installed.

  3) FS-534 505 sheet Staple Finisher required to support additional PK-520 Punch Kit; supports banner printing.

  4) FS-535 100 Sheet Staple Finisher required to support additional PK-521 Punch Kit; supports banner printing.

  5) FS-534 555 511 Provides 273-Hole Punch for FS-523.

  6) FK-521 Provides 273-Hole Punch for FS-523.

  7) FS-602 A064 birth dray to FS-535 Finisher.

  8) To add fax capability order AdMP011 FK-511 Fax Kit. For dual fax line capability add two FK-511 Fax Kit.

  9) To add third fax line, order A2W0011 FK-508 fax Kit and ANNEYY MK-728. To add fourth fax line order a second FK-508. Only one MK-728 Fax Mount Kit is required to support Fax Line 3 and Fax Line 4.

  10) PK-520 A3ETW11 PK-520 Punch Kit is an option for FS-534 Staple Finisher.

  11) AOYCW14 EK-604 Local USB interface Kit is required to connect optional external keyboard or optional LK-104 v3 i-Option License Kit (Voice Guidance).

  2) 461305 SF-501 Stamp bult is installed on standard Dual Scan Document Feeder.

  2) 461305 SF-501 Stamp bult is installed on standard Dual Scan Document Feeder.

  2) 461405 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  2) 461405 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  2) 461405 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  3) 461406 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  3) 461406 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  3) 461406 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  3) 461406 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  4) 461400 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  4) 461400 SF-503 Stamp bult is installed on standard Dual Scan Document Feeder.

  4) 461400 SF-503 Stamp bult is installed on Toroiducts.

  24) IC-414 Productivry Package contains Graphic Arts components that are not sold separately. These include Fiery Image Viewer, Post Flight Report, Image Enhance Visual Editor, Control Bar, Paper Simulation, Graphic Arts Filters, PDF/X Preflight Filter, Print Next and Process Next. Also included are Hot Folders and Virtual Printers

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

	( CL CLC CACCACACACACACACACACACACACACACAC
St. LOU:5	•
County of C: ty )	
,	)ss
State of Mb	)

My name is Robl. N. Be agging am an authorized agent of Sunner Group, Inc. (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 swom affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date 12- 9-11

Robt. N. Beveggernan Printed Name

Subscribed and sworn to before me this That goedelman

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

DARLA GOEDELMANN NOTARY PUBLIC STATE OF MISSOURI COUNTY OF ST. LOUIS CITY MY COMMISSION EXPIRES 1-16-2013 COMMISSION #05512231

Company ID Number: 133457

	INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM
Information relating to your Com	pany:
Company Name:	Summer Group, Inc.
Company Facility Address:	2121 Hampton Avenue St Lauis, MO 63139
Company Alternate Address:	
County or Parish:	SAINT LOUIS CITY
Employer Identification Number:	431332770
North American Industry Classification Systems Code:	424
Parent Company:	Summer Group, Inc.
Number of Employees:	100 to 499 Number of Sites Verified for: 1
Are you verifying for more than I	site? If yes, please provide the number of sites verified for in each State.
• MISSOURI	1 site(s)

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

Name:	Pamela M Barton		
Name: Telephone Number: E-mail Address:	Robert N Brueggeman (314) 633 - 8040 bbrueggeman@sumner-group.com	Fax Number:	(314) 633 - 8005
Name: Telephone Number: E-mail Address:	Terri L Hackmeyer (314) 633 - 8042 thackmeyer@sumner-group.com	Fax Number:	(314) 633 - 8005
Name: Telephone Number: E-mail Address:	Jennifer M Johnson (314) 633 - 8041 ijohnson@sumner-group.com	Fax Number:	(314) 633 - 8005

Company ID Number: 133457

Telephone Number: E-mail Address:	(314) 633 - 8043 pbarton@sumner-group.com	Fax Number:	(314) 633 - 8005



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2016

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 helder in liquid such and remembers.

	certificate noticer in fieu of such endors	semenus	5/.					
i .	RODUCER			CONTACT Kelli D				
J.1	W. Terrill, a Marsh & McLennan Agency	LLC co	mpany	PHONE (A/C, No, Ext): (314)	594-2632	FAX (A/C, No	o): (314	1) 594-2432
Su	25 Maryville Centre Drive			E-MAIL ADDRESS: kdicks	on@jwterri	II.com		
	nesterfield, MO 63017					ORDING COVERAGE		NAIC #
						y Insurance Company	,	27154
1845	SURED				ic openian	y moundates opinpany		27134
1143				INSURER B :				-
	Sumner Group, Inc. (See Schedule of Named Ins	urade Re	alow)	INSURER C:		*		
	6717 WaldemarAve.	uigus Di	,	INSURER D :				
	Saint Louis, MO 63139			INSURER E :				
				INSURER F :				1
C	OVERAGES CER	TIFICAT	E NUMBER:			REVISION NUMBER:		
1	THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH F	EQUIREM PERTAIN POLICIES	ENT, TERM OR CONDITION , THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	ACT OR OTHE CIES DESCRI PAID CLAIMS	R DOCUMENT WITH RESP BED HEREIN IS SUBJECT 3.	ECT TO	O WHICH THIS
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	John March	ĺ	1			MED EXP (Any one person)	s	15,000
					ĺ	PERSONAL & ADV INJURY	s	1,000,000
	OFFIN ADDRESS TO LINET APPRICE DED	1		ĺ		GENERAL AGGREGATE	5	2,000,000
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Α	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  ANY PROPRIETOR/PARTNER/EXECUTIVE		406043699-0000	03/01/2016	03/01/2017	E.L. EACH ACCIDENT	\$	1,000,000
^	OFFICER/MEMBER EXCLUDED?	1/A				E.L. DISEASE - EA EMPLOYEE		1,000,000
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below			# # # # # # # # # # # # # # # # # # #				1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
le: CH	CORPTION OF OPERATIONS / LOCATIONS / VEHICLE Copier Maintenance HEDULE OF NAMED INSUREDS: Sumner ( Table 1 American Street Company of Mansas City						nt Prod	ucts;
lam \ wa	one County is included as Additional Insur- ned Insured, if required by written contrac- aiver of subrogation is granted for General if required by written contract.	t.	•	-				
CEI	RTIFICATE HOLDER		(	CANCELLATION				
	Boone County Attn: Melinda Bobbitt Boone County Annex Building	ı			DATE THE H THE POLICY	SCRIBED POLICIES BE CAI REOF, NOTICE WILL BI PROVISIONS.		
	613 E Ash St. Room 109 Columbia, MO 65201		A	Welen a	tain			

## **BOONE COUNTY**

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/22/16	FIXED ASSET	ΓAG NUMBER:	17755		
DESCRIPTION: Canon iRC5051 Copi	er				
REQUESTED MEANS OF DISPOSAL: from contract C215080010	Image Technologie	s is hauling off to	recycle wh		_
OTHER INFORMATION:				RECE	
CONDITION OF ASSET: High copy co	ount. High annual i	naintenance calls		NUN 5	2 2015
REASON FOR DISPOSITION: Copier	difficult to maintain	and keep runnin	g	BOONE COU	
COUNTY / COURT IT DEPT. (circle or OWN USE (this item is applicable to con			ISH TO TI	RANSFER THIS IT	EM FOR ITS
DESIRED DATE FOR ASSET REMOV copier installation	AL TO STORAGE:	Image Technolog	ies will pic	k up and recycle a	t time of new
WAS ASSET PURCHASED WITH GRAIF YES, ATTACH DOCUMENTATION	SHOWING FUND				F ASSET.
DEPARTMENT: 1118	SIGNA	TURE	elit.	30 60-	
AUDITOR ORIGINAL PURCHASE DATE 4-5	5-11	RECEIPT INTO	1190-,	383 <i>6</i>	<del>y</del> Ja_
ORIGINAL COST \$13,4		GRANT NAME % FUNDING AGENCY		ACHED (Y/N)	
ASSET GROUP	601	TRANSFER CO	NFIRMED	ACHED (1/N)	
COUNTY COMMISSION / COUNTY	Y CLERK				
APPROVED DISPOSAL METHOD:					
TRANSFER DEPARTMEN	NT NAME	NU	JMBER		-
LOCATION V	WITHIN DEPARTM	ENT			
INDIVIDUAL					
TRADEAUCTION	NSEA	ALED BIDS			
_X_OTHER EXPLAIN: Vendor	installing new copier	will pick this one	up to recyc	le.	
COMMISSION ORDER NUMBER 5	-2017	_			
DATE APPROVED 1-5-1	7	_			
SIGNATURE	<u></u>				

## **BOONE COUNTY**

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/22/16	FIXED ASSE	TAG NUMBER:	17457	
DESCRIPTION: Ricoh MP 5001 Cop	ier			
REQUESTED MEANS OF DISPOSAL from contract C215080010 in 2017	.: Image Technolog	ies is hauling off to	recycle when they ins	stall the new copier
OTHER INFORMATION:			RE	CEIVED
CONDITION OF ASSET: High copy	count.		NOV	232016
REASON FOR DISPOSITION: Copie	r difficult to maint	ain and keep runni	1g <b>BOONE CO</b>	VINTY AUDITOR
COUNTY / COURT IT DEPT. (circle of OWN USE (this item is applicable to co				
DESIRED DATE FOR ASSET REMO'copier installation	VAL TO STORAGE	E: Image Technolog	gies will pick up and r	ecycle at time of new
WAS ASSET PURCHASED WITH GRIF YES, ATTACH DOCUMENTATIO		NO DING AGENCY'S	PERMISSION, TO DIS	POSE OF ASSET.
DEPARTMENT: 1150 - Collector	SIGN	ATURE	7 Colle	
AUDITOR ORIGINAL PURCHASE DATE 4-	28-10	RECEIPT INTO	1190-3835	5 H9
ORIGINAL COST \$5	996.91	GRANT FUND	ED (Y/N)	
ORIGINAL FUNDING SOURCE	2731	% FUNDING _ AGENCY		
ASSET GROUP	1601	DOCUMENTA TRANSFER CO	TION ATTACHED (Y ONFIRMED	
COUNTY COMMISSION / COUNT	Γ <u>Y</u> CLERK			
APPROVED DISPOSAL METHOD:				
TRANSFER DEPARTME	ENT NAME	N	UMBER	
LOCATION	WITHIN DEPART	MENT		
INDIVIDUA	L			
TRADEAUCTIO	ONSI	EALED BIDS		
_XOTHER EXPLAIN: Vendo	r installing new cop	er will pick this one	up to recycle.	
COMMISSION ORDER NUMBER	5-2017			
DATE APPROVED 1-5-1	7			
SIGNATURE SAME ME		-		

## **BOONE COUNTY**

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/22/16 FIXED ASSETTAG NUMBER: I	5627
DESCRIPTION: Canon Image Runner 5570	
REQUESTED MEANS OF DISPOSAL: Image Technologies will remove the co	pier when they install the new copier
OTHER INFORMATION:	RECEIVED
CONDITION OF ASSET: High copy count.	NOV 232016
REASON FOR DISPOSITION: Copier difficult to maintain and keep running	BOONE COUNTY AUDITOR
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WIS OWN USE (this item is applicable to computer equipment only)	
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Image Technologie copier installation	s will pick up and recycle at time of nev
WAS ASSET PURCHASED WITH GRANT FUNDING? NO IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PE	RMISSION TO DISPOSE OF ASSET.
DEPARTMENT: 1261 - Prosecuting Attorney SIGNATURE Bou	nie aldeins
ORIGINAL COST	1190-3835 HR  (Y/N) N  ON ATTACHED (Y/N) FIRMED
COUNTY COMMISSION / COUNTY CLERK	
APPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT NAMENUM	MBER
LOCATION WITHIN DEPARTMENT	
INDIVIDUAL	
TRADEAUCTIONSEALED BIDS	
_X_OTHER EXPLAIN: Vendor installing new copier will pick this one up	to recycle.
COMMISSION ORDER NUMBER 5-2017	
DATE APPROVED 1-5-17	
SIGNATURE AND NO.	

## 6 -2017

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone

January Session of the January Adjourned

Term. 20

17

In the County Commission of said county, on the

5th

day of January

**20** 17

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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 137-123117SS — Cartegraph Upgrade, Subscription and Support Services with Cartegraph Systems, Inc.

It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet, Cartegraph Master Agreement, Purchase Agreement and Addendums A and B – Software Products.

Done this 5th day of January, 2017

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

District I Commissioner

Janet M. Thompson

Adting Presiding Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



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

Fax: (573) 886-4390

## **MEMORANDUM**

TO: Boone County Commission FROM: Melinda Bobbitt, CPPO, CPPB

DATE: December 23, 2016

RE: Sole Source Approval –137-123117SS – Cartegraph Upgrade, Subscription, and

Support Services

Attached for signature and approval is Sole Source Request Form 137-123117SS for an upgrade to our Public Works Department's existing Cartegraph work order and asset management software system. Purchase includes all necessary modules, 15 user licenses, hosted services, and implementation services. Contract is with Cartegraph Systems, Inc. of Dubuqe, Iowa.

Public Works currently utilizes Cartegraph Navigator software thus existing work and asset data can be more easily utilized in the upgraded version (OMS). Additionally, familiarity with Cartegraph's previous software versions will streamline end user training and implementation into established workflows. Attached is a Memo from Greg Edington outlining their research and justification for a sole source for an upgrade versus a Request for Proposal process for an entire new system.

Cost of contract is \$62,995.28 and will be paid from department 2040 – PW Maintenance Operations, account 92302 – Replacement Computers/Software. \$80,000 is budgeted for the Cartegraph upgrade.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on December 22, 2016.

ATT Sole Source Request

cc: Greg Edington, Public Works, Sole Source File

## **Boone County Public Works**

**Gregory P. Edington**Manager
Maintenance Operations Division



5551 Highway Columbia, Missouri 652 (573) 449-8515 ( FAX (573) 8

EMAIL: gregedington@booneco

Date: December 23, 2016

From: Greg Edington

Subject: Cartegraph Purchase Summary

On July 12, 2016 the County (representatives from GIS, Resource Mgmt., and Public Works) initiated conversations with Cartegraph due to recent news that they would no longer support our current version of their software. The version of the software that the County owns is "Navigator" and the upgraded platform is "OMS". Financing was researched and it was determined that an upgrade could potentially be obtained via Sole Source purchasing. The latest proposal from them includes a one-year charge of \$62,995.28 including all necessary modules, 15 user licenses, hosted services, and implementation services.

The first proposal the Department received from Cartegraph was substantially higher than the current proposal and a determination was made to investigate other software of a compatible nature. At the same time, we worked with Cartegraph to refine the scope of work to reduce the upgrade expense. The team hosted meetings with AssetWorks, DudeSolutions, Lucity, and PubWorks. DudeSolutions and PubWorks did not meet the needs established in our criteria, AssetWorks was twice as expensive as Cartegraph, and Lucity was determined to meet our needs at around the same price as Cartegraph.

The Team felt that there were several advantages to retaining Cartegraph as a software provider. The time and resources devoted to pursuing an RFP would be substantial. If another product was accepted via a purchasing process, there would be added expenses for data importation and a new software system would require far more user training resulting in extra charges and a greater time commitment.

Commission Order:
-------------------

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Public Works
Person Requesting	Greg Edington
<b>Date Requested</b>	12/20/2016
Contact Phone Number	573-449-8515
UPON COMPLETION	OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.
PURCHASING DEPART	TMENT APPROVAL:  Signature  Meld SA 12-71-16  Date
SOLE SOURCE NUMBI (Assigned by Purchasing)	ER: <u>137-1231175</u> 5
COMMISSION APPROV	VAL: Signature Date 1 Society
Expiration Date:	VAL: Signature  Date  Date  Solver for through  One Time Purchase (check)
Vendor Name	Cartegraph
Vendor Address	3600 Digital Drive; Dubuque, IA 52003
Vendor Phone an	nd Fax 1-800-688-2656
Product Descript	ion Cartegraph Software (Navigator/OMS) & p q red and markenece 5 > 5 500)
_	$1^{st}$ year - \$62,995.28, $2^{nd}$ and $3^{rd}$ year - \$22,996 (Hosting and Subscription)
Estimated Cost	each year.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- 1. Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - X Equipment or materials must be compatible with existing Equipment
  - ☐ Immediate purchase necessary to correct situation threatening life/property
  - ☐ Lease Purchase Exercise purchase option on lease
  - □ Medical device or supply specified by physician
  - ☐ Used Equipment Within price set by one/two appraisal(s) by disinterested party(ies)

2.	Briefly describe the commodity/material you are requesting and its function.	
	Work Order and Asset management software system specifically designed for use in the Public Works sector.	
3.	Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.	
	We currently utilize Cartegraph Navigator software thus existing work and asset data can be more easily utilized in the upgraded version (OMS). Additionally, familiarity with Cartegraph's previous software versions will streamline end user training and implementation into established workflows.	
4.	What research has been done to verify this vendor as the only known source?	
	The Public Works, Resource Management, and GIS departments have researched other vendors such as DudeSolutions, PubWorks, Lucity, and AssetWorks as possible alternatives. While AssetWorks met the determined requirements, their estimated pricing was nearly double that of Cartegraph; and while Lucity meets our requirements at a similar price point, any gained monetary value would be foregone in the labor hours involved in an RFP process. DudeSolutions and PubWorks did not meet our requirements.	
5.	Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  Yes (please attach a list of known sources)  X No	
6.	Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.	
	While the commodity need not be compatible with our present work and asset management software, there is significant value in compatibility. Compatibility decreases implementation and data conversion expenses and allows programs or automated processes currently in place to remain functional.	
7.	If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?	
	Public Works expects to purchase at least 5 but no more than 10 iPads in the future as part of this upgrade to fully utilize Cartegraph OMS's mobile capabilities. There is also a yearly subscription, hosting, and	

☐ Other - List (attach additional sheets if necessary)

support fees for subsequent years.

Commission Order:

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

The Department purchased the Cartegraph "Work Director" and other modules in the mid-1990's and upgraded to the "Navigator" platform in January of 2002 under a sole source purchase.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

Our current version of Cartegraph software (Navigator) was a sole source purchase (12-123102).

Commission Order:	

10. What are the consequences of not securing this specific commodity/material?

Cartegraph has discontinued support for Navigator. Additionally, at some point in the future the software will no longer be compatible with up-to-date servers or database software, rendering Navigator useless as a means to gather and process additional data.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Through our communication with Cartegraph, we learned that we are in fact receiving a steep discount as a previous customer. Please find attached an email which highlights new-customer pricing for Cartegraph OMS.

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

The sole source approval will be needed for the life of the program. Yearly subscription, hosting, and support fees will be above purchasing thresholds would not be feasible to bid or obtain by an RFP since the costs are product specific.

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



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

To:

**Ruby Kuhler** 

rwheeler@tribmail.com

From:

Melinda Bobbitt, Director of Purchasing

RE:

**Advertisement for Sole Source Purchase** 

Date:

**December 20, 2016** 

The following is a sole source purchase advertisement. Please call if you have any questions.

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Upgrade to Cartegraph (Navigator/OMS) work order and asset management software with Cartegraph of Dubuque, Iowa.

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on January 3, 2016.** Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO Director, Boone County Purchasing

Insertion date: Thursday, December 22, 2016

**COLUMBIA TRIBUNE** 

#### NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

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mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO Director, Boone County Purchasing

**INSERTION DATE:** December 22, 2016

# **Melinda Bobbitt**

From: Kuhler, Ruby <rgkuhler@columbiatribune.com>

Sent: Wednesday, December 21, 2016 8:02 AM

To: Melinda Bobbitt

Subject: RE: ad Attachments: 2052012.pdf

#### Melinda:

Good morning! I have attached a copy of the notice as it will appear Thursday 12/22. Total cost is \$35.58. Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 866-294-7696
- If no changes are required, please email confirmation

For your convenience, we will fax affidavits of publication on the final or next business day after the completion of your notice. If you'd like to utilize this option, please let us know with your fax number. We will mail the hard copy file after completion of the notice or with your bill.

# CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions MUST be faxed to 866.294.7696. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

# Ruby

Ruby Kuhler Classified Manager Columbia Daily Tribune

GateHouse Media LLC

573-815-1859

rkuhler@columbiatribune.com

This message may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]

Sent: Tuesday, December 20, 2016 4:30 PM

To: Kuhler, Ruby <rgkuhler@columbiatribune.com>

Subject: ad

Ruby,

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



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

To:

Melody Cook (884-0003)

cookmr@missouri.edu

advertising@columbiamissourian.com

From:

Melinda Bobbitt, Director of Purchasing

RE:

**Advertisement for Sole Source Purchase** 

Date:

**December 20, 2016** 

The following is a sole source purchase advertisement. Please call if you have any questions.

# NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: <a href="mailto:mbobitt@boonecountymo.org">mbobbitt@boonecountymo.org</a>.

Melinda Bobbitt, CPPO Director, Boone County Purchasing

Insertion date: Thursday, December 22, 2016

COLUMBIA MISSOURIAN

1 of 1 12/21/2016 11:11:51 Page

**Order Number** 30997328

PO Number

L8864390 Boone Co. Purchasing Customer

Contact Address1

613 East Ash

Address2

Columbia MO 65201 City St Zip Phone (573) 886-4392 (573) 886-4390 Fax

Credit Card

Printed By Cook, Melody R. Entered By Cook, Melody R.

Keywords Notes Zones

Upgrade to Cartegraph

30997328 Ad Key Salesperson 67 - Legal Acct Columbia Missourian Publication Section Classified Section Classified Section Sub Section Category Legal Notices 1300 12/22/2016-12/22/2016 Dates Run

31008665

Days

Ad Number

Size 1 x 2.70, 27 lines

Words 131 Ad Rate Open Ad Price 17.55 Amount Paid : 0.00 17.55 Amount Due

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

ing: Upgrade to Cartegraph (Navigator/OMS) Upgrade to Cartegraph (Navigator/OMS) work order and asset management software with Cartegraph of Dubuque, Iowa. To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 9:30 a.m. on January 3, 2017. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO Director, Boone County Purchasing Insertion date: December 22, 2016

Source #: 137- 123117 (1

## Cartegraph Master Agreement

Agreement No. #MA232

ESIDING

APPROVED AS

This Agreement is by and between Cartegraph Systems, Inc., an lowa corporation having its principal place of business at 3600 Digital Drive, Dubuque, Iowa, 52003 ("Cartegraph"), and Boone County, Missouri ("Customer") with an address of 5551 South Highway 63, Columbia, MO 65201 dated November 8, 2016.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	Boone County, Missouri
By (Signature)	(Signature)
Randy L. Skemp	JANET M. THOMPSON
(Type or print name)	(Type or print name)
Title Vice President of Sales	TITLE ACTING PRESIDING U

Date 1-5-17

**CERTIFICATION:** 

Date 12-21-2016

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. June Pitchland Du Ha 12-27-16

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

#### 1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
  - Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
  - Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
  - Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
  - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
  - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
  - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
  - If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
  - If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
  - 1. Browser Based User Each browser based user is defined by unique ID and password.
  - 2. For Server Software one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
  - Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
  - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
  - Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
  - Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.
- 2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

# 3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

#### 4. Delivery and Installation.

#### A. On-Site Installation

- This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
  - Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
  - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
  - Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
  - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
  - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

#### B. Hosting

This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to
utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described
in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

#### 2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

# 3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

#### 5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
  - Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
  - Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
  - 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

#### 6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

#### 7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.
- 8. Software Modification. Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

#### 9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

#### 10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
  - Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
  - Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
  - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

# 11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER,
- 12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:
  - A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES:
  - B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
  - C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.
- 13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.
- 14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.
- 15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.
- 16. Proprietary Rights and Confidential Information of Cartegraph.
  - A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
  - B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

## 17. Proprietary Information of Customer.

A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

#### 18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. To the extent permitted by Missouri law, Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

#### 19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <a href="http://www.cartegraph.com/privacy-policy/#third-party-licenses">http://www.cartegraph.com/privacy-policy/#third-party-licenses</a>.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

# **Purchase Agreement**

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Boone County, Missouri (hereinafter referred to as "Customer" or "Licensee" and Cartegraph Systems, Inc. (hereinafter referred to as "Cartegraph"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between Cartegraph and Customer. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA232 dated December 15, 2016 shall control.

Customer Bill To:	Customer Ship To:	
Boone County, Missouri	Same	
5551 South Highway 63		
Columbia, MO 65201		
573-449-8515		

# **Investment Summary**

Cartegraph's proposed fees for this project are included in the summary below.

Date: December 21,

2016

Purchase Agreement December 31, 2016 **Expiration Date:** 

Purchase #PA423

Agreement

No.:

	Purchase Type	Citizen/Qty.	Unit Price	<b>Total Price</b>
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/17 – 1/31/18	43,320	\$0.05	\$2,166.00
Cartegraph OMS Platform by Asset	Pavement Asset per citizen Subscription, Cartegraph Cloud	43,320	\$0.05	\$2,166.00
Cartegraph OMS Extension	Advanced Asset Management per- citizen Subscription	43,320	\$0.15	\$6,498.00
OMS Users	Esri User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
Cartegraph OMS	Offline with Cartegraph for iPad	43,320	\$0.05	\$2,166.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$29,299.28	\$29,299.28
ESTIMATED EXPENSES				\$3,200.00
		YEAR	1 SUB-TOTAL	\$62,995.28

YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 – 1/31/19	43,320	\$0.05	\$2,166.00
Cartegraph OMS Platform by Asset	Pavement Asset per citizen Subscription, Cartegraph Cloud	43,320	\$0.05	\$2,166.00
Cartegraph OMS Extension	Advanced Asset Management per- citizen Subscription	43,320	\$0.15	\$6,498.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
Cartegraph OMS	Offline with Cartegraph for iPad	43,320	\$0.05	\$2,166.00
		YEAR	2 SUB-TOTAL	\$22,996.00
YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/19 – 1/31/20	43,320	\$0.05	\$2,166.00
Cartegraph OMS Platform by Asset	Pavement Asset per citizen Subscription, Cartegraph Cloud	43,320	\$0.05	\$2,166.00
Cartegraph OMS Extension	Advanced Asset Management per- citizen Subscription	43,320	\$0.15	\$6,498.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
Cartegraph OMS	Offline with Cartegraph for iPad	43,320	\$0.05	\$2,166.00
		YEAR	3 SUB-TOTAL	\$22,996.00
TOTAL COST (3-YEAR TERM	л)			\$108,987.28

NOTES: The pricing listed above does not include applicable sales tax.

In Years 2 and 3, ESRI will bill customer directly for Esri ArcGIS User Licenses at their current price.

# **Payment Terms and Conditions**

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

- Delivery: Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services
  will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your
  notification to proceed.
- 2. **Services Scheduling: Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
- 3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
  - a. \$30,496.00 due on January 16, 2017.
  - b. \$22,996.00 due 15 days prior to 1st year anniversary of term start date.
  - c. \$22,996.00 due 15 days prior to 2nd year anniversary of term start date
- 4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
  - a. Invoicing for the Field Services shall be 50% upon on January 16, 2017 and the remaining 50%, 2 months from execution of Purchase Agreement.
- 5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
- 6. Payment Terms: All payments are due Net 30 days from date of invoice.

The Commercial General Liability policy shall be endorsed to include Boone County, Missouri as an additional insured, but only with respect to liability for bodily injury, property damage, or personal or advertising injury, and only to the extent injury or damage is caused in whole or in part by the acts or omissions of Cartegraph or those acting on its behalf in the performance of its ongoing work for Boone County, Missouri. The insurance shall apply on a primary and non-contributory basis to any valid and collectible policies available to Boone County, Missouri, but is still excess over any other valid and collectible insurance that is available to Boone County, Missouri, when Boone County, Missouri is an additional insured under other such insurance. Boone County, Missouri status as an additional insured will cease once Cartegraph's operations or work has been completed. Regardless, this coverage is subject to the provisions contained in the policy and endorsements applicable to Cartegraph's Commercial General Liability policy, which will be provided upon request.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	Boone County, Missouri
By Cank of Remp	By Sames Mar
/ (Signature)	(Signature)
Randy L. Skemp	JANET M. THOMPSON
(Type or print name)	(Type or print name)
Title <u>Vice President of Sales</u>	Title ACTING PRESIDING COMMISSIONER
Date 12-21-20/6	Date

APPROVED AS TO LEGAL FORM DATE: 12-37 16

# Cartegraph Systems, Inc. Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA232, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

# 1. Support

# a. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.

# b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

# c. Secure, Live Remote Support

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

# 2. Training & Education

#### a. Convenient Online Resources

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

# b. Regional User Groups

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

# 3. Software Releases & Upgrades

### a. New Software Releases

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.

# b. Hot Fixes

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	Boone County, Missouri
By Gandy & Skemp	By Anel May
(Signature)	(Signature)
Randy L. Skemp	JANET M. THOMPSON
(Type or print name)	(Type or print name)
Title Vice President of Sales	Title ACTING PRESIDING COMMISSIONER
Date 12-21-2016	Date

APPROVED AS

# Cartegraph Systems, Inc.

# Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA232.

# Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

# Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online userbased logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.

# Consulting

 Cartegraph will provide a two-day (2-day) onsite requirement gathering workshops to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

# **Training**

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system
  navigation and functionality to help familiarize your staff with the software environment and its
  common functions. Training topics include:
  - Home Screen
  - o Logins/Permission
  - Layers
  - o Filters
  - Maps
  - Grids

- System Navigation
- Views (List & Detail)
- Standard Reports
- Attachments
- o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
  - OMS Esri integration configuration options
  - Integration functionality (basemap and feature)
  - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
  - Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - Cartegraph recommended best practices for Request and Requester Management
  - Work Management:
    - Create Task(s) (Asset/Non-Asset)
    - Assignments (Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to WO
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - Cartegraph recommended best practices for Work Management
  - Asset Management:
    - Asset Details
    - Inspections
    - Linked assets (if applicable)
    - Container/Component Relationships (if applicable)
    - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
  - Resource Details
  - Labor/Equipment Rates
  - Material Management (Stock, Usage, Adjustments)
  - Vendor Price Quotes

- Cartegraph recommended best practices for Resource Management
- Cartegraph for iPad:
  - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
  - Work Management
    - Create and Update Tasks (Asset/Non-Asset)
    - Assign Tasks
    - Enter Resources
    - Inspections
  - Asset Management
    - Create and Update Assets
  - Request Management
    - View and Update Requests
    - View Requester information
    - Create Task from Request
  - Cartegraph recommended best practices for mobile device use
- Administrator:
  - Administrator:
    - User Administration, Role Administration, Import/Export, Error Log
  - Settings:
    - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
  - Manager:
    - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
  - Cartegraph Administrator Application
    - Report Creation

# **Extensions**

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
  - Preventative Maintenance
  - Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

# Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
  - Refresher training for items listed in the scope of work
  - o Software and process support for staff during production roll out
  - o Field, Layout, and Report configuration guidance, if applicable

# **Data Services**

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
  - o Parent level asset records
  - Asset location (spatial x/y) attributes
  - o Parent level resource (Labor, Equipment Material, Vendor) records
  - o Resource Rate (Labor, Equipment, Material) records
  - o Standard system libraries
- Cartegraph will provide one test and one production Standard Data Conversion service to assist with your migration from the latest version of Cartegraph Navigator to Cartegraph OMS. The Standard Data Conversion service includes the following:
  - Assets
    - Parent records and associated parent-level attributes
    - Child records and associated child-level attributes
    - Inspection history, including:
      - Date
      - OCI
      - Condition Category and Index records
      - Note: Cartegraph OMS does not support Bridge NBI or Storm/Sewer NASSCO inspection methodology. This data is not included in the Standard Data Conversion service.
    - Open work events in Navigator's Asset Event table
    - Prediction Group (Curves)
    - Asset Events
  - o Resources (Labor, Equipment, Material)
    - Parent record and associated parent-level attributes
      - Note: Cartegraph OMS will not support Material Location functionality until the 2016 release.
    - Current Default Rate record
      - Note: Customer is responsible for creating additional rate records to account for overtime, overhead, and/or FEMA rates, if applicable
    - Equipment
      - · Fleet Events, if applicable
    - Material
      - · Current Quantity-on-Hand
      - · Vendor Price Quotes
    - Vendor
      - Parent record and associated parent-level attributes
      - Contacts

- Libraries
  - Standard and custom library data not specifically excluded below
- Attachment Paths
  - The file paths for Attachments will be updated to refer to the OMS project home. Your internal staff will be responsible for physically relocating files to the project home folder structure required for OMS. Cartegraph will transfer attachment files to the project home folder structure for hosted customers. However, files must be provided in the previously mentioned OMS project home folder structure.
- Standard Conversion Exclusions
  - Labor, Equipment, Material Logs from Work Orders
  - Worksheets
  - Requests
  - Citizen data
  - Assets:
    - Bridge: NBI inspection data
    - Storm/Sewer: NASSCO inspection data
    - Pavement: Detailed Distress inspection data
  - PAVEMENTview Plus: Budgets, Scenarios, Models, and associated settings
  - Libraries:
    - Overall Ratings
    - Condition Category Ratings
  - Attachment Files
  - Custom attachment fields or tables

# Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following two (2) asset types:
  - Transportation (1)
    - Pavement:
  - Storm (1)
    - Storm Culvert;
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

# Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment

- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

# **Exclusions**

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

# Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

- 1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
- 2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
- 3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
- 4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
  - Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
- 5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

# Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	Boone County, Missouri
By Sandy & Stomp	By And MIX
(Signature)	(Signature)
Randy L. Skemp	JANET M. THOMASON
(Type or print name)	, (Type or print name)
Title Vice President of Sales	Title ACTING PRESIDING COMMISSIONER
Date	Date

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

State of	IOWA	)			
N	My name is MARNIE	ZOBBINS. I am an auth	norized agent of <u>C</u>	ACITGRAPH SYST	EUS, INC
(Bidder).	This business is enrolled	and participates in a fede	eral work authoriza	ation program for all em	ployees
working ir	n connection with service	es provided to the County.	This business do	es not knowingly emplo	y any person
that is an u	unauthorized alien in con	nection with the services	being provided. <b>D</b>	ocumentation of partic	cipation in a

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.

MARNIE ROBBINS

federal work authorization program is attached to this affidavit.

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







Company ID Number: 295847

# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

# **ARTICLE I**

#### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and <u>CARTEGRAPH SYSTEMS</u>, <u>INC.</u> (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

# **ARTICLE II**

### **FUNCTIONS TO BE PERFORMED**

### A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





Company ID Number: 295847

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

Name:

**ANN M KNEPPER** 

Telephone Number: (563) 556 - 8120 ext. 61256125

Fax Number:

(563) 556 - 8149

E-mail Address:

ANNMKNEPPER@CARTEGRAPH.COM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2016

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

certificate holder in lieu of such endorsement(s).	sidorsement. A statement on this certificate does not comer i	ights to the			
PRODUCER	CONTACT Pam Buchholtz				
Friedman Insurance, Inc. PO Box 759	PHONE (A/C, No, Ext): 563-556-0272 FAX, No): 563-556-4425				
Dubuque IA 52004-0759	E-MAIL ADDRESS: buchholtzp@friedman-group.com				
·	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Travelers Property Casualty Ins Com	36161			
INSURED CARTSYS-01	INSURER B: Continental Casualty Company	20443			
Carte'Graph Systems, Inc.	INSURER C:				
3600 Digital Dr. Dubuque IA 52003	INSURER D:				
Dabaque 1/1 02000	INSURER E:				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 141342630	3 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.					
EVOLUCIONE AND CONDITIONS OF SUCH DOLICIES LIMITS SUCHALIMAY HAVE	DEEN BEDUCED BY DAID OF AIME	-,			

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  VSR   POLICY EFF   POLICY EXP							
INSR LTR	TYPE OF INSURANCE	INSD	MAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	χ COMMERCIAL GENERAL LIABILITY	Υ	Υ	ZLP-14T1793A	11/1/2016	11/1/2017	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Υ	Υ	BA-4C272345	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALLOWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	UMBRELLA LIAB X OCCUR			ZUP-14T17941	11/1/2016	11/1/2017	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED X RETENTION \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			HJUB-4C27710-7-15	11/1/2016	11/1/2017	X PER STATUTE ER	
	ANY DOODDIETOD/DADTNED/EVECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
В	Professional E&O			B2087285333	11/1/2016		General Aggregate	\$1,000,000 \$2,000,000 \$10,000
-								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Errors & Omission Policy - B2087285333 Includes Information Risk Network Security & Privacy Injury Liability Sublimits \$1,000,000 with a \$25,000 deductible

Certificate holder is included as additional insured on the general liability and waiver of subrogation as provided by endorsement CGD417. Additional insured and waiver of subrogation are included on the business auto by endorsement CAT353 Umbrella is form following. 30 day notice of cancellation is included.

CERTIFICATE HOLDER	CANCELLATION
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.
Columbia MO 65201	AUTHORIZED REPRESENTATIVE Tenanci Miredonan

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# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20

17

**County of Boone** 

In the County Commission of said county, on the

5th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Contract 3-161115TV with Joe Machens Ford Lincoln of Columbia, MO to purchase two (2) F150 4x4 Crew Cab Pickup Trucks.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 5th day of January, 2017.

ATTEST:

Wendy S./Moren

Clerk of the County Commission

Qaniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

Acting Presiding Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



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

Fax: (573) 886-4390

# **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

December 28, 2016

RE:

Cooperative Contract: 3-161115TV - F150 4x4 Crew Cab Pickup Trucks

for the Boone County Sheriff

The Boone County Sheriff Department requests permission to utilize the Missouri Department of Transportation cooperative contract 3-161115TV – Light Duty Vehicles with Joe Machens Ford Lincoln of Columbia, Missouri to purchase two (2) F150 4x4 Crew Cab Pickup Trucks.

Total cost of contract is \$61,226 and will be paid from department 2901 – Sheriff Operations – LE Sales Tax, account 92400 – Replacement Auto / Trucks. \$60,000 was budgeted for the two trucks. The Sheriff Department plans to use savings from elsewhere in the account from savings from the fleet purchases (over all the vehicles).

cc:

Gary German, David Alexander, Leasa Quick, Sheriff

Contract File

# PURCHASE AGREEMENT

(2) New 2017 Ford F150 4x4 Crew Cab Pickup Truck(s) for the Boone County Sheriff

THIS AGREEMENT dated the \_\_\_\_\_\_\_ day of January \_\_\_\_\_\_ 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln, herein "Vendor."

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

- 1. *Contract Documents* This agreement shall consist of this Purchase Agreement for two (2) new 2017 Ford F150 4x4 Crew Cab Pickup Trucks in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract 3-161115TV, Joe Machens quote dated December 15, 2016, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-161115TV and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on January 1, 2017 and extend until the end of the 2017 model year subject to the provisions for termination specified below. Other orders may be placed throughout the model 2017 year.
- 3. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two pickup trucks, Item #5 Light Duty Half Ton 4x4 Crew Cab Pickup Trucks with the following specifications:

2017 or newer Ford F150 4x4 Crew Cab Pickup Truck (W1C)

Unit Price
\$24,903

# Delete Standard Equipment (Price – Dealer/Item Code – Option):

-\$265 - (-5G) - 5.5' Short Bed (145) to replace 6.5' Long Bed

-\$200 - (-T7C) - P265/70R17 OWL Tires to replace LT245/70R17E BSW Tires

Add Optional Equipment from Contract 3-161115TV (5% discount from list)	
W1E – 4WD in lieu of 2WD	\$2,190
XLT/300A – XLT Trim 300A package in lieu of XL	\$2,091
99F – 5.0L V8 Engine (99F) to replace 2.7L V6 EcoBoost	\$736
XL3 – 3.31 Electronic Locking Rear Axle	\$420
53B – Class IV Hitch & Wiring Only	\$88
57Q – Rear Window Defogger	\$203
54R – Heated Mirrors	\$175
UC/UG – Camel Cloth 40/Console/40 Seat or Grey Cloth 40/Console/40 Seat	\$272
H5/TB – Exterior Color: Caribou or Bronze Fire	\$0.00

Delivery	\$0.00
TOTAL PER TRUCK	\$30,613
GRAND TOTAL FOR TWO (2) TRUCKS	\$61,226

Equipment Included with Base Price: Crew Cab (W1C), Automatic Transmission 6 Speed, Air Conditioning, LH & RH Manual Mirrors, Standard GVWR, 4 wheels brakes-ABS, Cruise Control and Tilt (50S), Vinyl Flooring, Power Windows and Lock (85A), Daytime Running Lights, 2 Sets of Keys/FOBs.

- 4. *Purchase Order* The County will issue a Purchase Order for any order placed from this contract.
- 5. *Delivery* Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 70-100 days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: David Alexander, 2121 County Drive, Columbia, MO 65202.
- 6. *Title* Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.
- 7. *Billing and Payment* All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 8. *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 9. *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

MCLARTY CMFO, LLC	BOONE COUNTY, MISSOURI
JOE MACHENS FORD LINCOLN	
by Helly fells	by: Boone County Commission
title Fleet Mar.	Smetra
J	JANET M. THOMPSON, ACTING PRESIDING COMMISSIONER
APPROVED AS TO FORM:	ATTEST:
2 de la constante de la consta	Werly S. Nover no
County Counselor	Wendy S. Noren, County Clerk
AUDITOR CERTIFICATION	
	fficient unencumbered appropriation balance exists and is available
to satisfy the obligation(s) arising from this contract. (Note	e: Certification of this contract is not required if the terms of this

Term & Supply 2901 - 92400

Appropriation Account

contract do not create a measurable county obligation at this time.)

Signature Date by 13 1212812016

# STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

# JM. JOE MACHENS FORD LINCOLN

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

December 15, 2016

Contract # 3-161115TV

Boone County Sheriff's Department

Subject: Joe Machens Proposal on a 2017 Ford F150 Crew Cab 4x4, Item 5

To: Whom it May Concern;

As per the requested quote on a 2017 Ford F150, Joe Machens Ford proposes the following. This Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

### Item #5, Included Equipment

**\$24,903** – W1C – 2017 Ford F150, XL Trim

Crew Cab (W1C) 2 Wheel Drive

2.7L EcoBoost V6 Engine (99P)

Standard Rear Axle

Automatic Transmission 6 speed

Air Conditioning

LH & RH Manual Mirrors

10 ply all terrain tires plus spare (T7C)

Standard GVWR

4 wheels brakes - ABS

Cruise control and Tilt (50S)

Vinyl Flooring

Vinyl Seats 40/20/40 (AG)

Long Bed, 6.5' (157)

Power Windows & Locks (85A)

**Daytime Running Lights** 

2 Sets of Keys

# <u>Delete Standard Equipment (Price – Dealer/Item Code – Option):</u>

-\$265 - (-157/5G) - 5.5' Short Bed (145) to replace 6.5' Long Bed

-\$200 - (-T7C/STD) - P265/70R17 OWL Tires to replace LT245/70R17E BSW Tires (\$295 MSRP)

# Add Optional Equipment (Price - Dealer/Item Code - Option):

\$2,190 - W1E/5M - 4WD in lieu if 2WD

\$2,091- XLT/300A - XLT Trim 300A package in lieu of XL (\$4,085 MSRP)

**\$736** – 99F/5E – 5.0L V8 Engine (99F) to replace 2.7L V6 EcoBoost

\$420 - XL3/5I - 3.31 Electronic Locking Rear Axle

\$88 - 53B - Class IV Hitch & Wiring Only (\$95 MSRP)

\$203 – 57Q – Rear Window Defogger (\$220 MSRP)

**\$175** – 54R – Heated Mirrors (\$190 MSRP)

\$272 - UC/UG - Camel Cloth 40/Console/40 Seat...or...Grey Cloth 40/Console/40 Seat (\$295 MSRP)

**\$0 –** H5/TB – Exterior Color: Caribou...or...Bronze Fire

\$0 - DEL - Delivery/Fees

#### Total

\$30,613 (5.0L V8 Engine)

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

Thanks,

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



## Missouri Department of Transportation 3-161115TV Light Duty Vehicles

ITEM # 5 - New standard equipped 2017 Half-Ton 4 x 2 Crew Cab Pickup Truck

	CAPACITIES & PRICES	ADDITIONAL INFORMATION	
MAKE/MODEL	Ford F-150 Crew Cab 2wd	incl. 10 ply tires	
GVWR	6,350		
GAS MPG CITY / HWY	19 / 24		
E-85 Compatible (Y/N)	N		
Engine Size/HP	2.7L V6 EcoBoost (Turbo) 325 HP / 375 Torque		
Tire Size	LT245/70R17E BSW A/T	10 Ply	
Bed Length	6.5'		
BASE PRICE	\$24,903.00		
OPTION 5A Tow Pkg.	\$330.00		
OPTION 5B Trailer Type Mirrors (ILO Std)	\$525.00	Must add option 'A.' N/A w/ engine option 'D.B.'	
OPTION 5C Ext. Color Highway Yellow	\$827.00		
OPTION 5D Alternate larger V6 gasoline engine	A) \$1,656 (3.5L V6 EcoBoost) B) (-\$578) (3.5L V6)	B) N/A w/ Long Bed, add opt 'G.' E- 85 Compatible: A) N B) Y HP: A) 375 B) 282	
OPTION 5E Alternate larger V8 gasoline engine	\$736 (5.0L V8)	E-85 Compatible: Y HP: 385	
OPTION 5F Cab Steps / Run Boards	\$231.00		
OPTION 5G Short Bed in lieu of 8' bed	(\$265.00)	Length: 5.5'	
OPTION 5H Opt. Rear Axle Ratio	N/A	Axle Ratio:	
OPTION 5I Limited Slip Rear Axle	\$525.00	Axle Ratio: Varies, depending on engineplease call	
OPTION 5J Auxiliary Upfitter Switches	N/A		
OPTION 5K Bluetooth Capability	\$387.00		
OPTION 5L Additional Key Set	\$150.00		
OPTION 5M 4WD in lieu of 2WD	\$2,190.00	N/A w/ std engine w/ Long Bed. Add Option 'G' and/or Option 'D' or 'E.'	
OPTION 5N 10 Ply tires ILO of 6 ply tires	STD	Std equip	
% of Discount Off MSRP	5		
STD ARO (DAYS)	70-100*	*Subject to Mfr and Transportation Delays	

### Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles Multiple Award

ITEM # 5 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Crew Cab Pickup Truck

	VENDORS										
	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Dave Sinclair Ford	Joe Machens Ford Lincoln	Lou Fusz Ford	Midway Ford Truck Center	Republic Ford Lincoln		Shawnee Mission Ford	
MAKE/MODEL	Ford F-150 XL	Ford F-150	Ford F150	Ford F-150	Ford F-150	Ford F150	Ford F-150		F-150 XL F-150 XLT		
GVWR	6350	6500	6350	6350	6350	6350	6350 6350 6350		6350 6350		
GAS MPG CITY / HWY	19/24	19/24	19/26	19/24	19/24	19/26	19/26	19/26 19/26 19/26		19/24	
E-85 Compatible (Y/N)	N	N	N	N	N	N	Y N		N	N	
Engine Size/HP	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	
Tire Size	LT245/70R17E	245/70/17E	245/70R17	LT245/70R/17E	LT245/70R17E	245/70R17	LT245/70R17E	LT245/7or17E	LT245/7or17E	LT245/70R17E	
Bed Length	6.5	8	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5'	
BASE PRICE	\$ 24,991.00	\$ 25,209.00	\$ 25,780.00	\$ 25,167.00	\$ 24,903.00	\$ 25,178.00	\$ 28,574.00	\$ 25,441.00	\$ 27,892.00	\$ 24,842.00	
OPTION 5A Tow Pkg.	\$ 732.00	\$ 495.00	\$ 709.00	\$ 230.00	\$ 330.00	\$ 490.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 709.00	
OPTION 5B Trailer Type Mirrors (ILO Std)	\$ 1,012.00	\$ 395.00	\$ 364.00	\$ 525.00	\$ 525.00	\$ 565.00	\$ 90.00	\$ 525.00	\$ 525.00	\$ 525.00	
OPTION 5C Ext. Color Highway Yellow	\$ 786.00	\$ 895.00	\$ 681.00	\$ 681.00	\$ 827.00	\$ 822.00	\$ 827.00	\$ 895.00	s -	\$ 727.00	
OPTION 5D Alternate larger V6 gasoline engine	\$ 1,710.00	\$ 1,800.00	\$ 1,196.00			\$ 1,795.00	\$ 1,300.00	\$ 1,800.00	\$ 1,800.00	\$ -	
OPTION 5E Alternate larger V8 gasoline engine	\$ 760.00	\$ 1,000.00	\$ 736.00	\$ 682.00	\$ 736.00	\$ 795.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ -:	
OPTION 5F Cab Steps / Run Boards	\$ 238.00	\$ 250.00	\$ 231.00	\$ 213.00	\$ 231.00	\$ 245.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 231.00	
OPTION 5G Short Bed in lieu of 8' bed	\$ (302.00)	\$ (870.00)	\$ (1,054.00)	\$ (766.00)	\$ (265.00)	\$ (300.00)	\$ (1,000.00)	\$ (310.00)	\$ (310.00)	\$ (900.00)	
OPTION 5H Opt. Rear Axle Ratio			\$ -				\$ -	\$ -	\$ -	s -	
OPTION 5I Limited Slip Rear Axle	\$ 399.00	\$ 420.00	\$ 387.00	\$ 486,00	\$ 525.00	\$ 565.00	\$ 570.00	\$ 570.00	\$ 570.00	\$ -	
OPTION 5J Auxiliary Upfitter Switches			\$ -				\$ 350.00	\$ -	\$ -		
OPTION 5K Bluetooth Capability	\$ 399.00	\$ 420.00	\$ 387.00	\$ 358.00	\$ 387.00	\$ 100.00	\$ 1,150.00	\$ 387.00	\$ -	\$ 387.00	
OPTION 5L Additional Key Set	\$ 175.00	\$ 295.00	\$ 165.00	\$ 60.00	\$ 150.00	\$ 250.00	\$ 300.00	\$ 150.00	\$ 150.00		
OPTION 5M 4WD in lieu of 2WD	\$ 2,872.00	\$ 3,360.00	\$ 3,952.00		\$ 2,190.00	\$ 2,490.00	\$ 4,000.00	\$ 3,072.00	\$ 3,000.00		
OPTION 5N 10 Ply tires ILO of 6 ply tires	\$ -	\$ -	\$ 272.00	\$ -	s -	\$ 700.00	\$ 295.00	\$ -	\$ -	\$ -	
% of Discount Off MSRP	5%	3%	12%	10%	5%	2%	5%	0%	0%	10%	
STD ARO (DAYS)	90-120	90-120	120	90	70-100	90	90	90-120	90-120	90-120	

#### Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles 2017 Model Year Renewal Pricing

VENDORS	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Capitol Chrysler Dodge Jeep Ram	Carthage Chrysler Dodge Jeep Ram	Dave Sinclair	Don Brown Chevrolet	Joe Machens Ford Lincoln	Lou Fusz Chevrolet	Lou Fusz CJD	Lou Fusz Ford	Lou Fusz GMC	Midway Ford Truck Center	Putnam Chevrolet	Republic Ford Lincoln	Shawnee Mission Ford	WK Chevrolet
What MAKE(S) of vehicles are you bidding?	Ford	Ford	Ford	Ram/Dodge/Jeep/ Chrysler	Chrysler/Dodge/ Jeep	Ford	Chevrolet	Ford	Chevrolet	Ram/Dodge/Jeep/ Chrysler	Ford	GMC	Ford	Chevrolet	Ford	Ford	Chevrolet
What is the Basic Warranty on the MAKE(S) that you are bidding?	3 Yr/36,000	3 Yr/36,000	3 Yr/ 36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000 Bumper/Bumper 5 Yr/100,00 Powertrain	3 Yr/36.,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000
What is the Powertrain Warranty?	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/100,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/60,000	5 Yr/ 60,000	5 Yr/60,000	5 Yr/100,000
What is the Corrosion Protection Warranty?	5 Yr/Unlimited	5 Yr/Unlimited	5 Yr/Unlimited	60 months	5 Yr/100,000	5 Yr/Untimited	3 Yr/36,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/100,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/60,000	5 Yr/Unlimited	3 Yr/36,000
What is the Roadside Assistance Warranty?	5 Yr/ 60,000	5 Yr/60,000	5 Yr/60,000	3 Yr/36,000	5 Yr/100.000	5 Yr/60,000	5 Yr/100.000	5 Yr/60,000	5 Yr/100,000	3 Yr/36,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/100,000

## Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles

## RFB 3-161115TV Light Duty Vehicles Multiple Award 2017 Model Year

## **Item Description**

ITEM # 1 - New standard equipped 2017 or Newer Compact 4x2 Extended Cab
ITEM # 2 - New standard equipped 2017 or Newer Compact 4x2 Crew Cab
ITEM # 3 - New standard equipped 2017 or Newer Half-Ton 4x2 Regular Cab Pickup Truck
ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4x2 Extended Cab Pickup Truck
ITEM # 5 - New standard equipped 2017or Newer Half-Ton 4x2 Crew Cab Pickup Truck
ITEM # 6 - New standard equipped 2017 or Newer (Compact) Sport Utility Vehicle 2WD
ITEM # 7 - New standard equipped 2017 or Newer (Mid-Size) Sport Utility Vehicle 4WD or AWD
ITEM # 8 - New standard equipped 2017 or Newer AWD or 4WD Carryalls
ITEM # 9 - New standard equipped 2017 or Newer 7-Passenger Extended Mini-Van, Alternative Fue
ITEM # 10 - New standard equipped 2017 or Newer Cargo Mini-Van
ITEM # 11 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Alternative Fuel
ITEM # 12 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Gas Engine
ITEM # 13 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Hybrid Engine
ITEM # 14 - New standard equipped 2017 or Newer Full Size 4-Door Sedan, Alternative Fuel
ITEM # 15 - New standard equipped 2017 or Newer Full Size 4-Door Sedan, Gas Engine



105 West Capitol AvenueP.O. Box 270Jefferson City, Missouri 65102

Missouri Department of Transportation

Patrick K McKenna, Director

573.751.2551 Fax: 573.751.6555 1.888.ASK MODOT (275.6636)

## ADDENDUM 001 LIGHT DUTY VEHICLES Request for Bid 3-1601115TV

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing** and **including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority
	Name: Tom Veasman
	Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation
·	Jon Veasman
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: October 31, 2016

## Clarification to Specifications for Items #3, #4 and #5:



Missouri Department of Transportation Patrick K McKenna, Director 105 West Capitol Avenue P.O. Box 270 Jefferson City, Missouri 65102

573.751.2551 Fax: 573.751.6555 1.888.ASK MODOT (275.6636)

## ADDENDUM 002 LIGHT DUTY VEHICLES Request for Bid 3-1601115TV

Bidders should acknowledge receipt of Addendum 002 (TWO) by signing and including it with the original bid. The due date for receipt of bids remains unchanged by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer	Name and Title of Department
(Print or type)	Authority
	_
	Name: Tom Veasman
	Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation
	79/
	Jon Ceasman
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: November 1, 2016

## Clarification to RFB/Specifications:

Remove any language from the RFB/Specifications that requires vendors to provide a 2016 model year vehicle:

REMOVE:

New standard equipped 2016

Insert language in the RFB/Specifications to require vendors to provide a 2017 or newer model year vehicle:

ADD:

New standard equipped 2017 or Newer



105 West Capitol AvenueP.O. Box 270Jefferson City, Missouri 65102

Missouri Department of Transportation

Patrick K McKenna, Director

573.751.2551 Fax: 573.751.6555 1.888.ASK MODOT (275.6636)

## ADDENDUM 003 LIGHT DUTY VEHICLES Request for Bid 3-161115TV

Bidders should acknowledge receipt of Addendum 003 (THREE) by **signing** and **including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority
	Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation
	Ton Veasman
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: November 7, 2016

## Clarification to Addendum 001 for Items #3, #4 and #5:

## ADDENDUM 003 CONTINUED:

Clarification to ITEM # 6 - 2017	(Compact)	Sport Utility	Vehicle 2WD	Specifications:

Remove language from the Specifications for Item #6 as follows:

Wheelbase minimum 103"

**Insert** language in the Specifications for Item #6 as follows:

Wheelbase minimum 101"

## Clarification to ITEM # 13 - 2017 Mid-Size 4-Door Sedans, Hybrid Engine Specifications:

**Remove** language from the Specifications for Item #13 as follows:

Tires: (4) Manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size)\_\_\_\_\_

**Insert** language in the Specifications for Item #13 as follows:

Tires: (4) Manufacturer's all-season tires plus emergency inflator kit

**BID FORM** 

# MAILING ADDRESS: MISSOURI DEPARTMENT OF TRANSPORTATION GENERAL SERVICES, P.O. BOX 270 JEFFERSON CITY, MO 65102

REQUEST NO.	3-161115TV	
DATE	October 25, 2016	
		١

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL	BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION  Submit net bid as cash discount stipulations will not be considered					
1:00 pm., Local Time, November 15, 2016	Various End User Delivery Locations					
AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.						
DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER	II MUST SIGN AND RETURN BEFORE DATE AND TIME SET					
FOR OPENING.  BUYER: Tom Veasman	BUYER TELEPHONE: 573-522-4404					
BUYER EMAIL:	<b>DOTER TELEPHONE:</b> 575-522-4404					
tom.veasman@modot.mo.gov						
LIGHT DUT	Y VEHICLES					
This Request For Bid seeks bids from qualified organization	tions to provide vehicles in accordance with the following					
pages. MoDOT will receive bids at the following mailing add	ress: P.O. Box 270, Jefferson City, MO 65102-0270,					
or hand-delivered in a sealed envelope to the following physi-	cal address: General Services Procurement at 830 MoDOT					
Drive, Jefferson City, MO 65109 until 1:00 p.m., November	15, 2016. Bid forms and information may be obtained by					
contacting Tom Veasman at 573-522-4404, tom.veasman@m	odot.mo.gov, or electronically download them at:					
http://www.modot.org/business/surplus/Fleet%20Buyer	s%20Web%20Page/LightDutyVehicles.htm					
Components of Agreement: The Agreement between MHT any written amendments thereto, the "Standard Bid Provision: Conditions" that are attached to this RFB and the bid submitter reserves the right to clarify any relationship in writing and succeptionable requirements stated in the RFB or the Bidder's bid. acceptance by MHTC without further clarification.	s, General Terms and Conditions and Special Terms and ed by the Bidder in response to the RFB. However, MHTC th written clarification shall govern in case of conflict with the					
Return sealed bids to the address shown at the to	on of this nage to the attention of the huver					
Submission of bids to the above mailing address						
require additional time to arrive at 830 MoDOT						
require additional time to arrive at 650 M202 61	2110					
(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)						
In compliance with the above Request For Bid, and subject to all cond any or all the items on which prices were bid within the timefra						
Date: Firm	Name:					
Telephone No.: Add	ress:					
Fax No.:						
Federal I.D. No. By (	Signature):					
	/Print Name					
Title	:					
Is your firm MBE Is yo	ur firm WBE					

certified?

Yes

☐ No

Form E-103 (Rev. 11-04)

certified?

No

Yes

### 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Light Duty Vehicles** to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids** must be returned to the office of the RFB Coordinator no later than 1:00 p.m. Local Time, November 15, 2016.

### **RFB COORDINATOR:**

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

Missouri Department of Transportation

P. O. Box 270

Jefferson City, MO 65102

Attn: Tom Veasman

PHYSICAL ADDRESS:

Missouri Department of Transportation

**General Services Division** 

830 MoDOT Drive

Jefferson City, MO 65109

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

PHONE:

573-522-4404

FAX:

573-526-6948

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **Light Duty Vehicles** as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
  - 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Vehicle Class Description
  - 5) Pricing Pages
  - 6) Vendor Information and Preference Certification Form
  - 7) Notice Of Cooperative Purchasing
  - 8) Terms and Conditions
  - 9) Pricing Entry Sheets (EXCEL Spreadsheet Separate attachment)

### 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **Light Duty Vehicles** on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.
- 2.2 Required Specifications: All vehicle bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

- 2.3.1 The following delivery requirements shall apply:
  - a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
  - b. The prices bid herein include the delivery cost of the unit. The bidder agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
  - c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.
- 2.3.2 The contractor shall deliver the products specified herein to the following MoDOT locations:
  - a. St. Joseph, Missouri 64502
  - b. Macon, Missouri 63552
  - c. Hannibal, Missouri 63401
  - d. Lee's Summit, Missouri 64064-8002
  - e. Jefferson City, Missouri 65102
  - f. Chesterfield, Missouri 63017-5712
  - g. Joplin, Missouri 64802
  - h. Springfield, Missouri 65801
  - i. Willow Springs, Missouri 65793
  - j. Sikeston, Missouri 63801
  - k. Other district locations as may be required

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 Contractor A bidder for which MoDOT has accepted their response leading to the award of a contract to them.
- 2.4.2 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.3 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.4 The contractor shall be paid in accordance with the prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the contractor's expense.
- 2.4.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

### 2.5 Other Award Requirements:

- 2.5.1 Original Contract Period The award period shall commence from the date of award until the end of the 2017 model year.
- 2.5.2 <u>Renewal Periods</u> MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to two (2) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 <u>Escalation Clause</u> In the event the contractor requests a price increase during the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, the first 3 months of a contract renewal period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value.
- 2.5.4 <u>Inspection and Acceptance</u>: MoDOT reserves the right to inspect the unit at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.
- 2.5.5 Net Delivered Price the unit(s) shall be delivered complete and ready for use to the delivery destinations.
- 2.6 Diesel Fuel Requirements: In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (http://www.moga.mo.gov/statutes/C400-499/4140000365.htm) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

### 3. BID SUBMISSION

### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "3-161115TV Light Duty Vehicles". All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- In addition to a hard copy of the Pricing Sheets, bid pricing should be submitted electronically on a flash drive or CD using the EXCEL spreadsheet (Pricing Entry Sheets) provided on the website for this bid. A copy of the Pricing Entry Sheets will suffice as a hardcopy.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the

procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

## 3.1.5 <u>Award</u>:

This is a <u>Multiple Award bid</u> and there will be <u>no 'one' bidder</u> awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:

- a. Base and Options Costs 50 Points
- b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 20 Points
- c. Location of Parts and Servicing Dealers and their Past Performance 20 Points
- d. Delivery Timeline 5 Points
- e. Other response information 5 Points

### 3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

Lowest Responsive Price
------ X 50 = Points Awarded to Bidder Being Evaluated
Price of Bidder Being Evaluated

- 3.1.7 <u>Bidder Compliance:</u> The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
- 3.1.8 <u>Bidder Notification:</u> Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

## 4. VEHICLE CLASS DESCRIPTION MoDOT Request for Bid 3-161115TV

### Class Description:

- ITEM # 1 New standard equipped 2017 Compact 4x2 Extended Cab
- ITEM # 2 New standard equipped 2017 Compact 4x2 Crew Cab
- ITEM #3 New standard equipped 2017 Half-Ton 4x2 Regular Cab Pickup Truck
- ITEM # 4 New standard equipped 2017 Half-Ton 4x2 Extended Cab Pickup Truck
- ITEM # 5 New standard equipped 2017 Half-Ton 4x2 Crew Cab Pickup Truck
- ITEM # 6 New standard equipped 2017 (Compact) Sport Utility Vehicle 2WD
- ITEM #7 New standard equipped 2017 (Mid-Size) Sport Utility Vehicle AWD or 4WD
- ITEM #8 New standard equipped 2017 AWD or 4WD Carryalls
- ITEM #9 New standard equipped 2017 7-Passenger Extended Mini-Van, Alternative Fuel
- ITEM # 10 New standard equipped 2017 Cargo Mini-Van
- ITEM #11 New standard equipped 2017 Mid-Size 4-Door Sedan, Alternative Fuel
- ITEM # 12 New standard equipped 2017 Mid-Size 4-Door Sedan, Gas Engine
- ITEM #13 New standard equipped 2017 Mid-Size 4-Door Sedan, Hybrid Engine
- ITEM # 14 New standard equipped 2017 Full Size 4-Door Sedan, Alternative Fuel
- ITEM # 15 New standard equipped 2017 Full Size 4-Door Sedan, Gas Engine

## 5. PRICING PAGES MODOT LIGHT DUTY VEHICLES REQUEST FOR BID 3-161115TV

What MAKE(S) of vehicles are you bidding?
What is the Basic Warranty on the Make(s) that you are bidding?
What is the Powertrain Warranty on the Make(s) that you are bidding?
What is the Corrosion Protection Warranty on the MAKE(S) that you are bidding?
What is the Roadside Assistance Warranty on the MAKE(S) that you are bidding?

## ITEM # 1 - New standard equipped 2016 Compact 4 X 2 Extended Cab

## EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Chevrolet Colorado / GMC Canyon

All units must contain the following options:			
Standard minimum gasoline engine (Size      Manufacturer's standard rear and only retire	Horsepower)		
<ol> <li>Manufacturer's standard rear end axle ratio</li> <li>Minimum 4 Speed Automatic transmission</li> </ol>			
4. Air conditioning			
<ol> <li>LH &amp; RH exterior mirrors</li> <li>Tires: (4) manufacturer's standard all season</li> </ol>	nlus compact spare wheel and tire (	Size)	
7. Vinyl/Rubber flooring	i, plus compact spare wheel and the (s	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
8. Bed: Bed Length			
<ol> <li>4 wheel anti-lock braking system (ABS)</li> <li>Speed control and tilt wheel</li> </ol>			
11. Power windows/door locks			
<ul><li>12. Daytime running lights</li><li>13. Cloth seats</li></ul>			
14. 2 sets of keys			
DEALER COMPLETE IN DETAIL:			
MAKEMODEL	CVWD	EACH &	
WAREWODEL	GVWK	EACH 5	
GAS MPG: CITY HWY	IS THIS ENGINE E-85 CO	OMPATIBLE?	
OPTIONA	AL EQUIPMENT PRICES, Item #	<u>L</u>	
Indicate the cost or deduction for the below listed	options. Price should include all rec	quired options and special	equipment.
Option 1A. Exterior color to be Federal Stand	dard #595C "DOT Highway Yellow	." EACH \$	
Option 1B. Alternate Larger Gas Engine (sta	ate size and horsepower)	EACH \$	p-p-p-a-a-a-a-a-a-a-a-a-a-a-a-a-a-a-a-a
SIZE HORSEPOWER	R E-85 compatible?		
Option 1C. 2 Full-length factory cab steps or		SET \$	
(One on Drivers Side, one on Pass	senger side)		
Option 1D. Limited Slip Rear Axle Axle Ra	tio	EACH \$	
Option 1E. Bluetooth Capability		EACH \$	
Option 1F. Additional set of Keys (Ignition a	nd door locks)	EACH \$	
Option 1G. 4WD in lieu of 2WD		EACH \$	
Option 1H. Rear seat delete		EACH \$	(Deduct)
Please indicate below the percent (%) discount o available in your data book or pricing guides (no those options shall be priced with the discount in	ot applicable to those options price		
Discount off MSRP for all Data Book or List Pricing	g Guide Options: - % Discount		
Delivery will be made approximately	days after receipt of	order.	

## ITEM #2 - New standard equipped 2016 Compact 4 X 2 Crew Cab

## EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Chevrolet Colorado / GMC Canyon

1. Standard 2. Manufad 3. Minimud 4. Air cond 5. LH & R 6. Tires: (4) 7. Vinyl/R 8. Bed: 9. 4 wheel 10. Speed of 11. Power w 12. Daytime 13. Cloth se 14. 2 sets of	H exterior mirrors  ) manufacturer's standard all season ubber flooring  Bed Length anti-lock braking system (ABS) ontrol and tilt wheel vindows/door locks erunning lights ats			ize)
	MODEL_		GVWR	EACH \$
	Y HWY			DMPATIBLE?
Option 2A.  Option 2B.  Option 2C.		dard #595C "DOT ate size and horsepo	uld include all req Highway Yellow ower)	quired options and special equipment.  " EACH \$  EACH \$
	(One on Drivers side, one on Pass			
Option 2D.	Limited Slip Rear Axle	Axle Ratio		EACH \$
Option 2E.	Bluetooth Capability			EACH \$
Option 2F.	Additional set of Keys (Ignition a	and door locks)		EACH \$
Option 2G.	4WD in lieu of 2WD			EACH \$
available in you those options sh		ot applicable to the neluded).	se options priced	1 Prices (MSRP) for all vehicle options 1 in the preceding OPTIONS section as
Delivery will be	made approximately	day	s after receipt of	order.

## ITEM #3 - New standard equipped 2016 Half-Ton 4 X 2 Regular Cab Pickup Truck

Standard Chevro Standard Dodge	-150 det 1500 Silverado/GMC 1500 Sierra Ram 1500	
1. Standar 2. Manufa 3. Minimu 4. Air con 5. LH & F 6. Tires:(4 7. Vinyl/R 8. 8' Bed 9. 4-whee 10. Speed c 11. Power v 12. Daytim 13. Vinyl s 14. 2 sets o	AH exterior mirrors  (a) 6-ply all season, plus full size spare and wheel (Size)  (b) 6-ply all season, plus full size spare and wheel (Size)  (c) 6-ply all season, plus full size spare and wheel (Size)  (c) 1 anti-lock braking system (ABS)  (c) 2 control and tilt wheel  (windows/door locks  (e) running lights  (eats	
	MODELGV	WR EACH \$
	TY HWY IS THIS ENC	
	OPTIONAL EQUIPMENT PRI	CES, Item # 3
	t or deduction for the below listed options. Price should i	include all required options and special equipment.
Indicate the cos Option 3A.	t or deduction for the below listed options. Price should i Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and ele trailer brake controller	include all required options and special equipment.  EACH \$
	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and ele	include all required options and special equipment.  EACH \$
Option 3A.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and eletrailer brake controller	EACH \$  EACH \$
Option 3A.  Option 3B.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and eletrailer brake controller  Trailer type exterior mirrors in lieu of standard	EACH \$  EACH \$  EACH \$  EACH \$  EACH \$  EACH \$
Option 3A.  Option 3B.  Option 3C.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electrailer brake controller  Trailer type exterior mirrors in lieu of standard  Exterior color to be Federal Standard #595C "DOT High Alternate larger V6 gasoline engine (state size and horse	EACH \$  EACH \$  EACH \$  EACH \$  EACH \$  EACH \$
Option 3A.  Option 3B.  Option 3C.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electrailer brake controller  Trailer type exterior mirrors in lieu of standard  Exterior color to be Federal Standard #595C "DOT High Alternate larger V6 gasoline engine (state size and horse	EACH \$  ghway Yellow" EACH \$  EACH \$  EACH \$  Compatible?
Option 3A.  Option 3B.  Option 3C.  Option 3D.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electrailer brake controller  Trailer type exterior mirrors in lieu of standard  Exterior color to be Federal Standard #595C "DOT High Alternate larger V6 gasoline engine (state size and horse SIZE HORSEPOWER E-85  Alternate V8 gasoline engine (state size and horsepower	EACH \$  Enower)  EACH \$  EACH \$  EACH \$

## OPTIONAL EQUIPMENT PRICES, Item #3 continued

Delivery will b	e made approximately	days after recein	ot of order.
Discount off M	SRP for all Data Book or List Pri	icing Guide Options: - % Discount_	
available in yo		(not applicable to those options pa	Retail Prices (MSRP) for all vehicle options riced in the preceding OPTIONS section as
Option 3N.	10 ply tires in lieu of 6 ply tire	s	EACH \$
Option 3M.	4WD in lieu of 2WD		EACH \$
Option 3L.	Additional Set of Keys (Ignition	on and door locks)	EACH \$
Option 3K.	Bluetooth Capability		EACH \$
Option 3J.	Auxiliary Upfitter Switches		EACH \$
Option 31.	Limited Slip Rear Axle	Axle Ratio	EACH \$
Option 3H.	Optional Rear Axle Ratio	Axle Ratio	EACH \$
Option 3G.	Short Bed in lieu of 8' Bed	State bed length	EACH \$

### ITEM #4 - New standard equipped 2016 Half-Ton 4 X 2 Extended Cab Pickup Truck

## **EXAMPLES OF ACCEPTABLE MAKES AND MODELS:** Standard Ford F-150 Standard Chevrolet 1500 Silverado/GMC 1500 Sierra Standard Dodge Ram 1500 All units must contain the following options: 1. Standard minimum V6 gas engine (Size\_ \_\_\_ Horsepower\_\_\_\_) 2. Manufacturer's standard rear end axle ratio 3. Minimum 4 Speed Automatic transmission 4. Air conditioning 5. LH & RH exterior mirrors 6. Tires:(4) 6-ply all season, plus full size spare and wheel (Size) 7. Vinyl/Rubber flooring 8. Long Bed Bed length 9. 4-wheel anti-lock braking system (ABS) 10. Speed control and tilt wheel 11. Power windows/door locks 12. Daytime running lights 13. Vinyl seats 14. 2 sets of keys DEALER COMPLETE IN DETAIL: MAKE \_\_\_\_\_\_ MODEL \_\_\_\_\_ GVWR\_\_\_\_ EACH \$ \_\_\_\_\_ GAS MPG: CITY\_\_\_\_\_ HWY\_\_\_\_ IS THIS ENGINE E-85 COMPATIBLE? **OPTIONAL EQUIPMENT PRICES, Item #4** Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment. EACH \$ Towing Package: Manufacturer's Standard to include: Option 4A. Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller EACH \$\_\_\_\_\_ Option 4B. Trailer type exterior mirrors in lieu of standard Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ Option 4C. EACH \$ Option 4D. Alternate larger V6 gasoline engine (state size and horsepower)

SIZE HORSEPOWER E-85 compatible?

SIZE HORSEPOWER E-85 compatible?

Alternate larger V8 gasoline engine (state size and horsepower)

2 Full-length cab steps or running boards.

(One on Drivers Side, one on Passenger side.)

EACH \$ \_\_\_\_\_

SET \$ \_\_\_\_\_

Option 4E.

Option 4F.

## OPTIONAL EQUIPMENT PRICES, Item #4 continued

Delivery will be	made approximately	days after receipt of order	
Discount off MS	RP for all Data Book or List Pricin	ng Guide Options: - % Discount	
available in you		off Manufacturers' Suggested Retail Pric ot applicable to those options priced in th ncluded).	
Option 4N.	10 ply tires in lieu of 6 ply tires		EACH \$
Option 4M.	4WD in lieu of 2WD		EACH \$
Option 4L.	Additional set of Keys (Ignition a	and door locks)	EACH \$
Option 4K.	Bluetooth Capability		EACH \$
Option 4J.	Auxiliary Upfitter Switches		EACH \$
Option 4I.	Limited Slip Rear Axle	Axle Ratio	EACH \$
Option 4H.	Optional Rear Axle Ratio	Axle Ratio	EACH \$
Option 4G.	Short Bed in lieu of Long Bed	State Length	EACH \$

## <u>ITEM # 5</u> - New standard equipped <u>2016 Half-Ton 4 X 2 Crew Cab Pickup Truck</u>

## EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet 1500 Silverado/GMC Sierra

Standard Dodg Standard Ford		
<ol> <li>Standa</li> <li>Manu</li> <li>Minin</li> <li>Air co</li> <li>LH &amp;</li> <li>Tires:</li> <li>Vinyl</li> <li>Long</li> <li>4-whe</li> <li>Speed</li> <li>Power</li> </ol>	RH exterior mirrors  (4) 6 ply all season, plus full size spare and wheel (Size)  (Rubber flooring  Bed Bed Length el anti-lock braking system (ABS) control and tilt wheel windows/door locks me running lights seats	
	MPLETE IN DETAIL:  MODELGVWR1	T. C.W. A
Indicate the co	OPTIONAL EQUIPMENT PRICES, Item # 5 ost or deduction for the below listed options. Price should include all requir	ed options and special equipment
Option 5A.	Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller	EACH \$
Option 5B.	Trailer type exterior mirrors in lieu of standard	EACH \$
Option 5C.	Exterior color to be Federal Standard #595C "DOT Highway Yellow"	EACH \$
Option 5D.	Alternate larger V6 gasoline engine (state size and horsepower)	EACH \$
	SIZE HORSEPOWER E-85 compatible?	
Option 5E.	Alternate larger V8 gasoline engine (state size and horsepower)	EACH \$
	SIZE HORSEPOWER E-85 compatible?	
Option 5F.	2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)	SET \$

## OPTIONAL EQUIPMENT PRICES, Item #5 continued

Delivery will be	e made approximately	days after receipt of or	der.
Discount off MS	SRP for all Data Book or List Pricing	g Guide Options: - % Discount	
available in yo		t applicable to those options priced i	Prices (MSRP) for all vehicle options in the preceding OPTIONS section as
Option 5N.	10 ply tires in lieu of 6 ply tires		EACH \$
Option 5M.	4WD in lieu of 2WD		EACH \$
Option 5L.	Additional set of Keys (Ignition an	nd door locks)	EACH \$
Option 5K.	Bluetooth Capability		EACH \$
Option 5J.	Auxiliary Upfitter Switches		EACH \$
Option 51.	Limited Slip Rear Axle	Axle Ratio	EACH \$
Option 5H.	Optional Rear Axle Ratio	Axle Ratio	EACH \$
Option 5G.	Short Bed in lieu of the Long Bed	State length	EACH \$

## ITEM #6 - New standard equipped 2016 (Compact) Sport Utility Vehicle 2WD

Standard Chevro	<u>F ACCEPTABLE MAKES AND MO</u>	DELS.		
	let Equinox / GMC Terrain			
Standard Ford Es				
Standard Jeep Re	enegade and Jeep Cherokee			
1. Standar 2. Minimu 3. Air cone 4. LH & R 5. Tires:(4 6. Vinyl/R 7. 4-wheel 8. Speed c 9. Power v 10. Daytime	"H mirrors") Manufacturer's all-season tires plus in ubber flooring (Carpet will be accepted anti-lock braking system (ABS) ontrol and tilt wheel windows/door locks erunning lights ase minimum 103"	nanufacturer's standard size spar	re tire and wheel (Size))	
DEALER COM	PLETE IN DETAIL:			
MAKE	MODEL	GVWR	EACH \$	
GAS MPG: CIT	Y HWY	IS THIS ENGINE E-85	COMPATIBLE?	
Indicate the cos		EQUIPMENT PRICES, Item	# 6 required options and special equipment	•
Indicate the cost				•
	t or deduction for the below listed op	tions. Price should include all	required options and special equipment	
Option 6A.	t or deduction for the below listed op Bluetooth Capability	tions. Price should include all	required options and special equipment  EACH \$	· •
Option 6A. Option 6B.	t or deduction for the below listed op Bluetooth Capability Additional set of Keys (Ignition and	tions. Price should include all	required options and special equipment  EACH \$  EACH \$	
Option 6A.  Option 6B.  Option 6C.	t or deduction for the below listed op Bluetooth Capability Additional set of Keys (Ignition and 4WD/AWD in lieu of 2WD	tions. Price should include all door locks)	required options and special equipment  EACH \$  EACH \$  EACH \$  EACH \$	·

Delivery will be made approximately \_\_\_\_\_\_ days after receipt of order.

## ITEM # 7 - New standard equipped 2016 (Mid Size) AWD/4WD Sport Utility Vehicles

	F ACCEPTABLE MAKE				
Standard Chevro Standard Ford Ex		Standard Dodge Durang Standard Jeep Grand C			
All units must c	ontain the following option	ns:			
2. Manufa 3. Minimu 4. Air Con 5. LH & R 6. Tires:(4 7. Vinyl/R 8. 4-wheel 9. Speed c 10. Power v 11. Daytime 12. Wheelba 13. 2 sets of	H exterior mirrors ) Manufacturer's all-season ubber flooring (Carpet will anti-lock braking system (Aontrol and tilt wheel windows/door locks erunning lights ase 113" Minimum F keys d seating with second and	kle ratio mission tires plus manufacturer be accepted if rubber flo ABS)	's standard size spa	re tire and wheel (Size)	
	PLETE IN DETAIL:				
				EACH \$	
GAS MPG: CIT	YHWY_	IS TI	HIS ENGINE E-85	COMPATIBLE?	
	<u>o</u>	PTIONAL EQUIPME	NT PRICES, Item	<u>1 # 7</u>	
Indicate the cost	t or deduction for the belo	w listed options. Price	should include all	required options and special	eauipment.
Option 7A.	Bluetooth Capability			EACH \$	
Option 7B.	Delete 3 <sup>rd</sup> row rear bench	n seat		EACH \$	(Deduct)
Option 7C.	Additional set of Keys (Iş	gnition and door locks)		EACH \$	
Option 7D.	2WD in lieu of 4WD			EACH \$	(Deduct)
Option 7E.	Alternate Larger Gas En	gine (State Size/H)	P below)	EACH \$	
	(Size) (Horsep	oower) E-85	compatible?		
available in you		ides (not applicable to		etail Prices (MSRP) for all viced in the preceding OPTIO	
Discount off MS	RP for all Data Book or Li	st Pricing Guide Option	s: - % Discount		
Delivery will be	made approximately		days after receipt	of order.	

## ITEM #8 - New standard equipped 2017 or Newer AWD/4WD Model Carryalls

Standard Chevi Standard Ford Standard GMC All units bid m 1. Standa 2. Manus	DF ACCEPTABLE MAKES AND MO rolet Suburban with 130.0" Wheelbase Expedition EL with 131.0" Wheelbase Yukon XL with 130.0" Wheelbase ust contain the following options: and minimum gasoline engine (Size			
<ol> <li>Front</li> <li>LH &amp;</li> <li>Tires:</li> <li>Vinyl/</li> <li>Stand</li> <li>4-whe</li> <li>Speed</li> <li>Power</li> </ol>	and rear heat/air conditioning RH manual mirrors (4) Manufacturer's standard all season, plants are seating with second and third row el anti-lock braking system (ABS) control and tilt wheel windows/door locks me running lights seats of keys	l if rubber flooring not an option)	re)	
	MPLETE IN DETAIL:			
MAKE	MODEL	GVWR	EACH \$	
GAS MPG: C	TY HWY	IS THIS ENGINE E-85	COMPATIBLE?	
Indicate the co	OPTIONAL ost or deduction for the below listed ope Exterior color to be Federal Standa		required options and special equipn	
Option 8B.	Delete 3 <sup>rd</sup> row rear bench seat		EACH \$(D	educt)
Option 8C.	2 Full length cab steps or running b (One on Drivers Side, one on Passen		SET \$	
Option 8D.	Towing Package: Manufacturer's S Receiver hitch, 4/7 pin trailer wirin trailer brake controller		EACH \$	
Option 8E.	Vinyl seats in lieu of cloth.		EACH \$	
Option 8F.	Bluetooth Capability		EACH \$	
Option 8G.	Additional set of Keys (Ignition and	door locks)	EACH \$	
Option 8H.	2WD in lieu of 4WD		EACH \$(Dec	luct)
available in yo	e below the percent (%) discount off our data book or pricing guides (not a shall be priced with the discount included)	pplicable to those options pric		-
Discount off M	SRP for all Data Book or List Pricing C	Guide Options: - % Discount		
Delivery will b	e made approximately	days after receipt (	of order.	
D 40 00=		_		

## ITEM #9- New standard equipped 2017 7- Passenger Extended Mini-Vans, Alternative Fuel

## **EXAMPLES OF ACCEPTABLE MAKES AND MODELS**: Standard Dodge Grand Caravan

<ol> <li>Standar</li> </ol>	ontain the following options:		
	d minimum Flex Fuel E-85 engine (Size H	orsepower)	
	ım 4 Speed Automatic transmission		
	installed front and rear heat/air conditioning		
4. LH & I			
		er's standard size spare tire and wheel (Size)	
	anti-lock braking system (ABS)		
7. Speed	control and tilt wheel		
	windows/door locks		
	e running lights		
	pase 119" Minimum		
<ol><li>Vinyl/I</li></ol>	Rubber floor mats that are deep tread with an uprig	ht outer ridge that keeps the mud and water on the n	nat
12. 2 sets o	fkeys		
DEALER COM	IPLETE IN DETAIL:		
		T	
MAKE	MODEL	EACH \$	
G L G L K D G G G K	DV HANN IC	PHICENCINE E OF COMPATIBLES	
GAS MPG: CI	TY HWY IS 7	THIS ENGINE E-85 COMPATIBLE?	<del></del>
	ODTIONAL FOLLOW	ENT PRICES, Item # 9	
	OPTIONAL EQUIPM	ENT FRICES, Item # 9	
Indicate the co	t or deduction for the below listed entions. Pri	ea should include all required ontions and special	Leauinment
Indicate the co	t or deduction for the below listed options. Price	ce should include all required options and special	l equipment.
Option 9A.	t or deduction for the below listed options. Price	ce should include all required options and special	
Option 9A.	Bluetooth Capability	EACH \$	
		EACH \$	
Option 9A.	Bluetooth Capability	EACH \$	
Option 9A. Option 9B.	Bluetooth Capability  Additional set of Keys (Ignition and door lock	EACH \$s)	_
Option 9A.	Bluetooth Capability	EACH \$	_
Option 9A. Option 9B.	Bluetooth Capability  Additional set of Keys (Ignition and door lock	EACH \$s)	_
Option 9A.  Option 9B.  Option 9C.	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera	EACH \$  EACH \$  EACH \$	_
Option 9A.  Option 9B.  Option 9C.  Please indicate	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufact	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all \$	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufactur data book or pricing guides (not applicable	EACH \$  EACH \$  EACH \$	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufact	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all \$	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you those options seem seem seem seem seem seem seem se	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufact ur data book or pricing guides (not applicable hall be priced with the discount included).	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all y to those options priced in the preceding OPTIC	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you those options seem seem seem seem seem seem seem se	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufactur data book or pricing guides (not applicable	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all y to those options priced in the preceding OPTIC	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you those options seem seem seem seem seem seem seem se	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufact ur data book or pricing guides (not applicable hall be priced with the discount included).	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all y to those options priced in the preceding OPTIC	— — vehicle options
Option 9A.  Option 9B.  Option 9C.  Please indicate available in you those options so the count off Management of the count of the coun	Bluetooth Capability  Additional set of Keys (Ignition and door lock  Back-up camera  below the percent (%) discount off Manufact ur data book or pricing guides (not applicable hall be priced with the discount included).	EACH \$  EACH \$  EACH \$  urers' Suggested Retail Prices (MSRP) for all y to those options priced in the preceding OPTIC  ons: - % Discount	— — vehicle options

## ITEM #10- New standard equipped 2016 Cargo Mini-Vans

	DF ACCEPTABLE MAKES AND			
	olet City Express	Standard Dodge RAM Pro		
Standard Dodge	e ProMaster Cargo Van	Standard Ford Transit Con	inect	
All units must	contain the following options:			
	ard minimum gas engine (Size	Horsepower )		
	um 4 Speed Automatic transmissio			
	y installed front heat/air conditionir			
4. LH &	RH mirrors			
5. Tires:	4) Manufacturer's all-season tires p	lus manufacturer's standard s	ize spare tire and	d wheel (Size)
	el anti-lock braking system (ABS)		-	· · · · · · · · · · · · · · · · · · ·
7. Speed	control and tilt wheel (unless not as	vailable)		
8. Power	windows/door locks			
9. Daytir	ne running lights			
10. Vinyl/	Rubber flooring			
11. Vinyl/	Rubber floor mats that are deep trea	nd with an upright outer ridge	that keeps the m	ud and water on the mat
12. 2 sets	of keys			
DEALER COM	MPLETE IN DETAIL:			
	MODEL	GVW	R E.	ACH \$
GAS MPG: CI	TY HWY	IS THIS ENGIN	E E-85 COMP.	ATIBLE?
	OPTIO	NAL EQUIPMENT PRICES	S Item # 10	
	<u>01110</u> .	WE BOOK MENT TRICE.	<u>5, 10011 11 10</u>	
Indicate the co	st or deduction for the below liste	d options. Price should incl	ude all require	d options and special equipment.
		•	•	
	<b>5</b> .			
Option 10A.	Privacy Glass		EACH	I \$
Option 10B.	Defroster Rear Window, Electi	ie	EACH	I \$
option 10D.	Defroster Rear William, Electi		Enten	Ψ
Option 10C.	Rear Windshield Wiper		EACH	1\$
Option 10D.	Bluetooth Capability		EACH	l \$
O-4: 10E	A d distinct of the control of the c	and deep lades	EACH	r o
Option 10E.	Additional set of Keys (Ignition	and door locks)	ЕАСН	1 \$
Option 10F.	Back-up camera		EACH	[ <b>\$</b>
o possi zoza	2 up		2.101	· •
Please indicate	e below the percent (%) discount	t off Manufacturers' Sugges	sted Retail Pric	ces (MSRP) for all vehicle options
				he preceding OPTIONS section as
-	shall be priced with the discount		F	F 8 m
	1	·· -·· <b>/</b> ·		
Discount off M	SRP for all Data Book or List Pric	ing Guide Options: - % Disce	ount	
Dalling	d	1 e.		
Delivery will b	e made approximately	days after	receipt of order	·•

## ITEM # 11 - New standard equipped 2016 Mid-Size 4-Door Sedans, Alternative Fuel

## EXAMPLES OF ACCEPTABLE MAKES AND MODELS: Standard Chevrolet Malibu

All units must contain the following options:

Standard Chevrolet Malibu Standard Ford Fusion

2. Minimu 3. Air conc 4. LH & R 5. Tires:(4) 6. 4 wheel 7. Speed of 8. Power v 9. Daytin 10. Rear wi	H mirrors ) Manufacturer's all-season tires plus manufacturer's anti-lock braking system (ABS) ontrol and tilt wheel vindows/door locks he running lights indow defroster, electric ubber floor mats that are deep tread with an upright of the control of the contro	standard size spare tire and wheel (Size)
	MPLETE IN DETAIL: MODEL	EACH S
		IIS ENGINE E-85 COMPATIBLE?
Indicate the co	OPTIONAL EQUIPMENT or deduction for the below listed options. Price	NT PRICES, Item # 11 should include all required options and special equipment.
Option 11A.	Alternate V6 or larger engine in lieu of 4 cylinde	
	(Specify Size) (Horsepower)	E-85 Compatible?
Option 11B.	Bluetooth Capability	EACH \$
Option 11C.	Additional set of Keys (Ignition and door locks)	EACH \$
available in you those options s		ers' Suggested Retail Prices (MSRP) for all vehicle options those options priced in the preceding OPTIONS section as  s: - % Discount
Delivery will be	e made approximately	days after receipt of order.

## ITEM # 12 - New standard equipped 2016 Mid-Size 4-Door Sedans, Gas Engine

## EXAMPLES OF ACCEPTABLE MAKES AND MODELS: Standard Chevrolet Malibu

All units must contain the following options:

Standard Ford Fusion

	rd, minimum 4 cylinder engine (Size Horsepower_	)	
	um 4 Speed Automatic Transmission		
3. Air cor			
4. LH & 1			
	4) Manufacturer's all-season tires plus manufacturer's standa	ard size spare tire and wheel (Size)	
	Brakes 4 Wheel		
_	control and tilt wheel		
	windows/door locks ne running lights		
	rindow defroster, electric		
	Rubber floor mats that are deep tread with an upright outer ri-	dge that keeps the mud and water on t	ne mat
12. 2 sets c		age that keeps the mad and water on t	iic mat
12. 2 5065	n keyo		
DEALER COM	MPLETE IN DETAIL:		
MAKE	MODEL	FACUS	
WAKE	MODEL	EACH 3	
GAGARDG GW	TIV YORK TO THE TOTAL THE		
GAS MPG: CT	TY HWY IS THIS ENG	GINE E-85 COMPATIBLE?	
	OPTIONAL EQUIPMENT PRI	CES, Item # 12	
Indicate the con			aial a swim w aud
Indicate the cos	OPTIONAL EQUIPMENT PRI		cial equipment.
Indicate the cos	st or deduction for the below listed options. Price should	include all required options and spe	
Indicate the cos		include all required options and spe	cial equipment.
	st or deduction for the below listed options. Price should  Alternate V6 or larger engine in lieu of 4 cylinder (Size)	include all required options and spe	
	st or deduction for the below listed options. Price should	include all required options and spe	
	st or deduction for the below listed options. Price should  Alternate V6 or larger engine in lieu of 4 cylinder (Size)	include all required options and spe	\$
Option 12A.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co	include all required options and spe  EACH  ompatible?	\$
Option 12A. Option 12B.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co	include all required options and spe  EACH  ompatible?  EACH \$	· \$
Option 12A.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co	include all required options and spe  EACH  ompatible?	· \$
Option 12A. Option 12B.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co	include all required options and spe  EACH  ompatible?  EACH \$	· \$
Option 12A. Option 12B.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co	include all required options and spe  EACH  ompatible?  EACH \$	· \$
Option 12A.  Option 12B.  Option 12C.	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)	include all required options and spe  EACH  ompatible?  EACH \$  EACH \$	- S
Option 12A.  Option 12B.  Option 12C.  Please indicate	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)	include all required options and spe  EACH ompatible?  EACH \$  EACH \$  EACH \$  EACH \$	s
Option 12A.  Option 12B.  Option 12C.  Please indicate available in yo	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)  e below the percent (%) discount off Manufacturers' Super data book or pricing guides (not applicable to those of	include all required options and spe  EACH ompatible?  EACH \$  EACH \$  EACH \$  EACH \$	s
Option 12A.  Option 12B.  Option 12C.  Please indicate available in yo	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)	include all required options and spe  EACH ompatible?  EACH \$  EACH \$  EACH \$  EACH \$	s
Option 12A.  Option 12B.  Option 12C.  Please indicate available in yo those options s	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)  e below the percent (%) discount off Manufacturers' Super data book or pricing guides (not applicable to those of	EACH \$	s
Option 12A.  Option 12B.  Option 12C.  Please indicate available in yo those options s  Discount off MS	Alternate V6 or larger engine in lieu of 4 cylinder (Size)  (Specify Size) (Horsepower) E-85 Co  Bluetooth Capability  Additional set of Keys (Ignition and door locks)  e below the percent (%) discount off Manufacturers' Super data book or pricing guides (not applicable to those of shall be priced with the discount included).	include all required options and spe  EACH  pmpatible?  EACH \$  EACH \$  ggested Retail Prices (MSRP) for a poptions priced in the preceding OP Discount	s

## ITEM # 13 - New standard equipped 2016 Mid-Size 4-Door Sedans, Hybrid Engine

Standard Chevrolet Malibu Hybrid Standard Ford Fusion Hybrid	
All units must contain the following options:  1. Hybrid engine (Size Horsepower	er's standard size spare tire and wheel (Size)
DEALER COMPLETE IN DETAIL:	
MAKE MODEL	EACH \$
OPTIONAL EQUIPM  Indicate the cost or deduction for the below listed options. Pri	ENT PRICES, Item # 13 ce should include all required options and special equipment.
Option 13A. Bluetooth Capability	EACH \$
Option 13B. Additional set of Keys (Ignition and door lock	EACH \$
	turers' Suggested Retail Prices (MSRP) for all vehicle options to those options priced in the preceding OPTIONS section as
Discount off MSRP for all Data Book or List Pricing Guide Opto	ons: - % Discount
Delivery will be made approximately	days after receipt of order.

## ITEM # 14 - New standard equipped 2016 Full Size 4-Door Sedans, Alternative Fuel

Standard Chrysler 300 Standard Chevrolet Imp	Standard Dodg pala Standard Ford	
<ol> <li>Standard mining</li> <li>Minimum 4 Sp</li> <li>Air conditioning</li> <li>Four manufact</li> <li>4 wheel anti-loc</li> <li>Speed control</li> <li>Power window</li> <li>Daytime running</li> <li>Rear window</li> <li>Head curtain s</li> </ol>	curer's all-season tires plus manufacturer's all-season tires plus manufacture braking system (ABS) and tilt wheel we and door locks ng lights defroster, electric ide air bags front and rear	te Horsepower)  urer's standard size spare tire and wheel (Size)  n upright outer ridge that keeps the mud and water on the mat
DEALER COMPLET		
MAKE	MODEL	EACH \$
GAS MPG: CITY	HWY	IS THIS ENGINE E-85 COMPATIBLE?
Indicate the cost or de		UIPMENT PRICES, Item # 14 s. Price should include all required options and special equipment.
Option 14A. Bluet	ooth Capability	EACH \$
Option 14B. Addit	tional set of Keys (Ignition and doo	or locks) EACH \$
available in your data those options shall be	book or pricing guides (not appli priced with the discount included	nufacturers' Suggested Retail Prices (MSRP) for all vehicle options icable to those options priced in the preceding OPTIONS section as it.
Delivery will be made	approximately	days after receipt of order.

## ITEM # 15 - New standard equipped 2016 Full Size 4-Door Sedans, Gas Engine

Standard Chevro Standard Chrysle		Standard Ford Taurus Standard Dodge Charger	
<ol> <li>Standar</li> <li>Minimu</li> <li>Air cone</li> <li>Four ma</li> <li>4 wheel</li> <li>Speed c</li> <li>Power v</li> <li>Daytime</li> <li>Rear wi</li> <li>Head cu</li> </ol>	m 4 Speed Automatic Tranditioning anufacturer's all-season tire anti-lock braking system (nontrol and tilt wheel windows and door locks arunning lights andow defroster, electric artain side air bags front and tubber floor mats that are deficitioning that are defined and the season and the season and the season are that are defined and the season are that are defined and the season are the seas	engine. (Size Horsepower smission s plus manufacturer's standard size spare ( ABS)	tire and wheel (Size)
DEALER COM	PLETE IN DETAIL:		
MAKE	MODEL _	EACH	\$
GAS MPG: CIT	YHWY_		
	<u>o</u>	PTIONAL EQUIPMENT PRICES, Iter	<u>m # 15</u>
Indicate the cos	t or deduction for the belo	ow listed options. Price should include a	ll required options and special equipment.
Option 15A.	Bluetooth Capability		EACH \$
Option 15B.	Additional set of Keys (I	gnition and door locks)	EACH \$
Option 15C.	All-Wheel Drive (AWD)		EACH \$
Option 15D.	Optional 4 cylinder engi	ne in lieu of standard 6 cylinder engine	EACH \$
	(Specify Size)	(Horsepower)E-85 Compatible?	
available in you		uides (not applicable to those options p	Retail Prices (MSRP) for all vehicle options oriced in the preceding OPTIONS section as
Discount off MS	RP for all Data Book or L	ist Pricing Guide Options: - % Discount	
Delivery will be	made approximately	days after recei	pt of order.

## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### **Vendor Information**

## All bidders must furnish ALL applicable information requested below

Vendor Contact Information (including area codes):

	Phone #:			
	Cellular #:			
Email Address:	Fax #:			
Printed Name of Responsible Officer or Employee:	Signature:			
For Corporations - State in which incorporated:	For Others - State of domicile:			
If the address listed in the Vendor Name/Mailing Address block abo	ove is not located in the State of Missouri, list the address of			
Missouri offices or places of business:				
If additional space is required, please attach an additional sheet and ide	entify it as Addresses of Missouri Offices or Places of Business.			
M/WBE INFORMATION: List all certified Minority or Women Busin				
Include percentages for subcontractors and identify the MWBE cer				
M/WBE Name Percentage	of Contract M/WBE Certifying Agency			
If additional space is required, please attach an additional sheet and ide	entify it as <u>M/WBE Information</u>			
Preference	Certification			
All bidders must furnish <u>ALL</u> appl	icable information requested below			
GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA which the bidder proposes to supply to the MHTC are <u>not</u> manufac with a qualifying treaty, law, agreement, or regulation, list below, by where each good or product is manufactured or produced.	tured or produced in the "United States", or imported in accordance			
Item (or item number) Location	Where Item is Manufactured or Produced			
,				
If additional space is required, please attach an additional sheet an	d identify it as Location Products are Manufactured or Produced.			
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please	complete the following if applicable. Additional information may be			
requested if preference is applicable. See below definitions for qual				
<b>Service-Disabled Veteran</b> is defined as any individual who is disal the administration of veterans' affairs.	bled as certified by the appropriate federal agency responsible for			
Service-Disabled Veteran Business is defined as a business con	cern:			
a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and				
b. The management and daily business operations of which a	are controlled by one or more service-disabled veterans.			
<u>Veteran Information</u>	Business Information			
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name			
_				
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business			

Vendor Name/Mailing Address:

### 7. NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **light duty vehicles** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **light duty vehicle** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES	NO	
If the price varies throughout the state on MoDOT bid indicate the price F.O.B. your location that would be offer		ery destinations, please
F.O.B. Location		
Indicate the deadline date that orders will be accepted		
COMPANY NAME		
ADDRESS		
E-MAIL		
PHONE NUMBER		
SIGNATURE		
TITLE		
DATE		

## Missouri Highways and Transportation Commission Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

### STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 Missouri Department of Transportation, Division 10 Missouri Highways and Transportation Commission, Chapter 11 Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled

### **GENERAL TERMS AND CONDITIONS**

#### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the
  prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract
  is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for MWBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Page 1 of 3 Accepted: 05/16/11 Updated: 04/18/11

## Missouri Highways and Transportation Commission Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

### Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees hamless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### Non-Waive

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

### Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Page 2 of 3 Accepted: 05/16/11 Updated: 04/18/11

## Missouri Highways and Transportation Commission Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

### SPECIAL TERMS AND CONDITIONS

### Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### **Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item,** for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Page 3 of 3 Accepted: 05/16/11 Updated: 04/18/11

### Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles Multiple Award

2017 Model Year **VENDORS** 

NAME: Blue Springs Ford Sales

CONTACT NAME: ADDRESS LINE: Mike Hilker 3200 S. Outer Road ADDRESS LINE: Blue Springs, MO 64015 TELEPHONE: 816-220-4608 CELLULAR PHONE: 816-896-1474

EMAIL ADDRESS: mhilker@bluespringsford.com

COOPERATIVE:

NAME: Broadway Ford Truck Sales CONTACT NAME: ADDRESS LINE: Terry Wojtowicz 1506 S. 7th Street ADDRESS LINE: St. Louis, MO 63104

314-206-3330 TELEPHONE: CELLULAR PHONE: 314-412-9140

twojtowicz@broadwaytruck.com EMAIL ADDRESS:

COOPERATIVE:

Carthage Chrysler Dodge Jeep Ram

NAME: CONTACT NAME: Steve Forrester ADDRESS LINE: 2920 Grand Street Carthage, MO 64836 417-732-2626 ADDRESS LINE: TELEPHONE: CELLULAR PHONE: 417-350-5083

sforrester@republicford.com YES EMAIL ADDRESS:

COOPERATIVE:

NAME: CONTACT NAME: Don Brown Chevrolet David Helterbrand ADDRESS LINE: 2244 S. Kings St. Louis, MO 62110 ADDRESS LINE:

TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: dave@donbrownchevrolet.com

314-333-6155

COOPERATIVE:

NAME: Lou Fusz Chevrolet CONTACT NAME: Brad Matheney 5120 N Service Road St. Peters, MO 63376 ADDRESS LINE: ADDRESS LINE: TELEPHONE: CELLULAR PHONE: 314-595-2780 314-565-0112

EMAIL ADDRESS: brad.matheney@fusz.com

COOPERATIVE:

Lou Fusz Ford NAME: CONTACT NAME: Tom Biehle ADDRESS LINE: ADDRESS LINE: #2 Caprice Drive Chesterfield, MO 63005 TELEPHONE: CELLULAR PHONE: 636-532-9955

314-581-9711 EMAIL ADDRESS: tom.biehle@fusz.com

COOPERATIVE:

Midway Ford Truck Center NAME:

CONTACT NAME: Kyle Mead ADDRESS LINE: 7601 NE 38th Street ADDRESS LINE: Kansas City, MO 64161 816-413-3034

TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: kyle.mead@midwaytrucks.com

417-732-2626

COOPERATIVE:

Republic Ford Inc. NAME: CONTACT NAME: Steve Forrester ADDRESS LINE: PO Box 700 ADDRESS LINE: Republic, MO 65738

TELEPHONE: CELLULAR PHONE: 417-350-5083 sforrester@republicford.com

EMAIL ADDRESS: COOPERATIVE:

NAME: Shawnee Mission Ford Jay Cooper 11501 SMPKY CONTACT NAME: ADDRESS LINE: Shawnee, KS 66203

ADDRESS LINE: TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: jay.cooper@shawneemissionford.com

913-248-2287

COOPERATIVE:

Bommarito Ford NAME: Andy Eldridge 675 Dunn Rd CONTACT NAME: ADDRESS LINE: Hazelwood, MO 63042 314-731-0911 ADDRESS LINE TELEPHONE:

CELLULAR PHONE: 314-561-0022 EMAIL ADDRESS: aeldridge@bommarito.net

COOPERATIVE:

NAME: Capitol Chrysler Dodge Jeep Ram

CONTACT NAME: Jeff Smith/Jerry Dunn 3201 Mieeouri Boulevard ADDRESS LINE: ADDRESS LINE: Jeffereon City, MO 65109 TELEPHONE: 573-893-5000

CELLULAR PHONE: 573-673-2080

EMAIL ADDRESS: jsmith@capitolcitycars.com Jdunn@capitolcars.com

COOPERATIVE:

NAME: CONTACT NAME: Dave Sinclair Ford Les Williams ADDRESS LINE: 7466 S. Lindbergh ADDRESS LINE: St. Louis, MO 63125

TELEPHONE: CELLULAR PHONE: 314-892-2600 314-540-5266

EMAIL ADDRESS: lwilliams@davesinclair.com

COOPERATIVE:

NAME: Joe Machens Ford Lincoln

CONTACT NAME: Kelly Sells 1911 W. Worley Columbia, MO 65203 ADDRESS LINE: ADDRESS LINE: 573-445-4411

TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: ksells@machens.com

COOPERATIVE: YES

NAME: Lou Fusz CJD CONTACT NAME: Michael Benz 3480 Highway K O'Fallon, MO 63368 ADDRESS LINE: ADDRESS LINE: TELEPHONE: CELLULAR PHONE: 636-442-8129 636-322-8059

EMAIL ADDRESS: mike.benz@fuez.com

COOPERATIVE:

NAME: Lou Fusz GMC CONTACT NAME: Brad Matheney 10950 Page Avenue St. Louis, MO 63132 ADDRESS LINE: ADDRESS LINE: TELEPHONE: CELLULAR PHONE: 314-595-2780 314-565-2780

EMAIL ADDRESS: brad.matheney@fusz.com

COOPERATIVE:

NAME: Putnam Chevrolet Bill Campbell/Beth Tuttle PO Box 168 CONTACT NAME: ADDRESS LINE: ADDRESS LINE: California, MO 65018 TELEPHONE: CELLULAR PHONE: 573-796-1908

EMAIL ADDRESS: COOPERATIVE: bill@putnamchevrolet.com; beth@putnamchevrolet.com

573-353-3854

NAME: Roberts Chevrolet Buick CONTACT NAME: ADDRESS LINE: Dean J. Meier 1600 E Prairie View Road ADDRESS LINE: Platte City, MO 64079 TELEPHONE: 816-858-3200

CELLULAR PHONE: 816-564-9678 EMAIL ADDRESS: COOPERATIVE: fleet@robertscb.com YES

NAME: W-K Chevrolet CONTACT NAME: ADDRESS LINE: Kyle Weymuth 3310 W. Broadway Blvd. ADDRESS LINE: Sedalia, MO 65301 TELEPHONE: 660-826-8320 CELLULAR PHONE: 660-221-3502

EMAIL ADDRESS: kyle.weymuth@wkchevy.com

COOPERATIVE:

### Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles Multiple Award

2017 Model Year

**VENDORS** 

NAME: Blue Springs Ford Sales CONTACT NAME: ADDRESS LINE: Mike Hilker 3200 S. Outer Road ADDRESS LINE: Blue Springs, MO 64015 TELEPHONE: 816-220-4608 CELLULAR PHONE: 816-896-1474

EMAIL ADDRESS: COOPERATIVE: mhilker@bluespringsford.com

NAME: Broadway Ford Truck Sales CONTACT NAME: ADDRESS LINE: Terry Wojtowicz 1506 S. 7th Street ADDRESS LINE: St. Louis, MO 63104 TELEPHONE: 314-206-3330 CELLULAR PHONE: 314-412-9140

EMAIL ADDRESS: twojtowicz@broadwaytruck.com

COOPERATIVE:

NAME: CONTACT NAME: Carthage Chrysler Dodge Jeep Ram

Steve Forrester ADDRESS LINE: 2920 Grand Street ADDRESS LINE: Carthage, MO 64836 417-732-2626 TELEPHONE: CELLULAR PHONE: 417-350-5083

sforrester@republicford.com YES **EMAIL ADDRESS:** 

COOPERATIVE:

Don Brown Chevrolet David Helterbrand NAME: CONTACT NAME:

ADDRESS LINE: ADDRESS LINE: 2244 S. Kings St. Louis, MO 62110 314-333-6155

TELEPHONE: CELLULAR PHONE: EMAIL ADDRESS:

dave@donbrownchevrolet.com

COOPERATIVE:

NAME: Lou Fusz Chevrolet Brad Matheney 5120 N Service Road St. Peters, MO 63376 CONTACT NAME: ADDRESS LINE: ADDRESS LINE: TELEPHONE: CELLULAR PHONE: 314-595-2780

314-565-0112 brad.matheney@fusz.com

EMAIL ADDRESS: COOPERATIVE:

NAME: Lou Fusz Ford CONTACT NAME: ADDRESS LINE: Tom Biehle #2 Caprice Drive Chesterfield, MO 63005 ADDRESS LINE: 636-532-9955 314-581-9711 TELEPHONE:

CELLULAR PHONE: EMAIL ADDRESS: COOPERATIVE: tom.biehle@fusz.com

NAME: Midway Ford Truck Center CONTACT NAME: ADDRESS LINE: Kyle Mead 7601 NE 38th Street ADDRESS LINE: Kansas City, MO 64161

TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: COOPERATIVE: kyle.mead@midwaytrucks.com

816-413-3034

Republic Ford Inc. CONTACT NAME: Steve Forrester PO Box 700 ADDRESS LINE: ADDRESS LINE: Republic, MO 65738 TELEPHONE: 417-732-2626 CELLULAR PHONE: 417-350-5083

EMAIL ADDRESS: COOPERATIVE: sforrester@republicford.com

NAME: Shawnee Mission Ford CONTACT NAME: ADDRESS LINE: Jay Cooper 11501 SMPKY ADDRESS LINE: Shawnee, KS 66203 913-248-2287

TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: jay.cooper@shawneemissionford.com

COOPERATIVE:

NAME: Bommarito Ford CONTACT NAME: Andy Eldridge ADDRESS LINE: 675 Dunn Rd ADDRESS LINE: Hazelwood, MO 63042 314-731-0911 314-561-0022 TELEPHONE: CELLULAR PHONE:

EMAIL ADDRESS: aeldridge@bommarito.net YES

COOPERATIVE:

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CONTACT NAME: ADDRESS LINE: Jeff Smith/Jerry Dunn 3201 Missouri Boulevard ADDRESS LINE: Jeffereon City, MO 65109 TELEPHONE: 573-893-5000

CELLULAR PHONE: 573-673-2080

jsmith@capitolcitycars.com Jdunn@capitolcars.com
YES EMAIL ADDRESS: COOPERATIVE:

NAME: CONTACT NAME: Dave Sinclair Ford Les Williams ADDRESS LINE: 7466 S. Lindbergh ADDRESS LINE St. Louis, MO 63125 314-892-2600 TELEPHONE: CELLULAR PHONE: EMAIL ADDRESS:

314-540-5266 lwilliams@davesinclair.com YES

COOPERATIVE:

NAME: CONTACT NAME: Joe Machens Ford Lincoln Kelly Sells ADDRESS LINE: ADDRESS LINE: 1911 W. Worley Columbia, MO 65203 573-445-4411

TELEPHONE: CELLULAR PHONE: EMAIL ADDRESS:

ksells@machens.com YES

COOPERATIVE:

Lou Fusz CJD Michael Benz NAME: CONTACT NAME: ADDRESS LINE: ADDRESS LINE: 3480 Highway K O'Fallon, MO 63368 TELEPHONE: CELLULAR PHONE: 636-442-8129 636-322-8059

EMAIL ADDRESS: mike.benz@fusz.com

COOPERATIVE:

NAME: Lou Fusz GMC CONTACT NAME: Brad Matheney ADDRESS LINE: ADDRESS LINE: 10950 Page Avenue St. Louis, MO 63132 TELEPHONE: CELLULAR PHONE: 314-595-2780 314-565-2780

EMAIL ADDRESS: brad.matheney@fusz.com

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EMAIL ADDRESS: COOPERATIVE: bill@putnamchevrolet.com; beth@putnamchevrolet.com

NAME: Roberts Chevrolet Buick CONTACT NAME: Dean J. Meier 1600 E Prairie View Road ADDRESS LINE: ADDRESS LINE: Platte City, MO 64079 TELEPHONE: R16-R58-3200 CELLULAR PHONE: 816-564-9678 fleet@robertscb.com

EMAIL ADDRESS: COOPERATIVE:

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CELLULAR PHONE: 660-221-3502

EMAIL ADDRESS: COOPERATIVE: kyle.weymuth@wkchevy.com

#### Missouri Department of Transportation RFB 3-161115TV Light Duty Vehicles Multiple Award 2017 Model Year

#### **VENDORS**

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COOPERATIVE:

Don Brown Chevrolet NAME: CONTACT NAME: David Helterbrand ADDRESS LINE: 2244 S. Kings St. Louis, MO 62110 314-333-6155 ADDRESS LINE: TELEPHONE:

CELLULAR PHONE: dave@donbrownchevrolet.com

EMAIL ADDRESS: COOPERATIVE:

NAME: CONTACT NAME: Lou Fusz Chevrolet Brad Matheney 5120 N Service Road ADDRESS LINE: ADDRESS LINE: St. Peters, MO 63376 TELEPHONE: 314-595-2780

CELLULAR PHONE: 314-565-0112 **EMAIL ADDRESS:** brad.matheney@fusz.com

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COOPERATIVE:

Midway Ford Truck Center Kyle Mead NAME:

CONTACT NAME: ADDRESS LINE: ADDRESS LINE: 7601 NE 38th Street Kansas City, MO 64161

TELEPHONE: CELLULAR PHONE: 816-413-3034

EMAIL ADDRESS: kyle.mead@midwaytrucks.com

COOPERATIVE:

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EMAIL ADDRESS: sforrester@republicford.com

COOPERATIVE:

Shawnee Mission Ford NAME: CONTACT NAME: Jay Cooper 11501 SMPKY ADDRESS LINE: ADDRESS LINE: Shawnee, KS 66203 TELEPHONE: 913-248-2287

CELLULAR PHONE: EMAIL ADDRESS:

jay.cooper@shawneemisslonford.com COOPERATIVE:

ADDRESS LINE: Hazelwood, MO 63042 TELEPHONE: 314-731-0911 CELLULAR PHONE: 314-561-0022

EMAIL ADDRESS: aeldridge@bommarito.net

COOPERATIVE:

NAME:

CONTACT NAME:

ADDRESS LINE:

NAME: Capitol Chrysler Dodge Jeep Ram

Bommarito Ford

Andy Eldridge

675 Dunn Rd

CONTACT NAME: ADDRESS LINE: Jeff Smith/Jerry Dunn 3201 Missouri Boulevard ADDRESS LINE: Jefferson City, MO 65109 TELEPHONE: 573-893-5000

CELLULAR PHONE: 573-673-2080

EMAIL ADDRESS: COOPERATIVE: jsmith@capitolcitycars.com Jdunn@capitolcars.com

NAME: Dave Sinclair Ford CONTACT NAME: Les Williams 7466 S. Lindbergh ADDRESS LINE: St. Louis, MO 63125 314-892-2600 ADDRESS LINE: TELEPHONE:

CELLULAR PHONE: 314-540-5266

EMAIL ADDRESS: lwilliams@davesinclair.com

COOPERATIVE:

NAME: CONTACT NAME: Joe Machens Ford Lincoln

Kelly Sells 1911 W. Worley ADDRESS LINE: Columbia, MO 65203 573-445-4411 ADDRESS LINE: TELEPHONE:

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ksells@machens.com YES

COOPERATIVE:

NAME: CONTACT NAME: Lou Fusz CJD Michael Benz ADDRESS LINE: ADDRESS LINE: 3480 Highway K O'Fallon, MO 63368 TELEPHONE: CELLULAR PHONE: 636-442-8129 636-322-8059

EMAIL ADDRESS: mike.benz@fusz.com

COOPERATIVE:

NAME: Lou Fusz GMC CONTACT NAME: Brad Matheney ADDRESS LINE: ADDRESS LINE: 10950 Page Avenue St. Louis, MO 63132 TELEPHONE: CELLULAR PHONE: 314-595-2780 314-565-2780

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EMAIL ADDRESS: COOPERATIVE:

NAME: W-K Chevrolet CONTACT NAME: ADDRESS LINE: Kyle Weymuth 3310 W. Broadway Blvd.

ADDRESS LINE: Sedalia, MO 65301 TELEPHONE: 660-826-8320 CELLULAR PHONE: 660-221-3502

EMAIL ADDRESS: kyle.weymuth@wkchevy.com YES

COOPERATIVE:

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20

**County of Boone** 

ea.

In the County Commission of said county, on the

5th

day of January

20 17

17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Baha'i Faith Community for February 26, 2017 from 4:00 p.m. to 8:30 p.m.

Done this 5th day of January, 2017.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissione

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner



Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

## **Boone County Commission**

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies f	for a use permit to use Boone County	Government conference roo	oms as follows:	
Organization: Baha'i Faith Community				
Address: 205 Blue Sky Ct				
City: Columbia	State: MO	ZIP Code 65203	<del></del>	
Phone:573 445 6853	Website: wy	ww.columbiamobahai.org		
Individual Requesting Use: Farah Nieu and assistant			Position in Organization:	Secretary,
Facility requested: x Chambers Room 3  Event: celebrating a Baha'i holiday	01 □Room 311 □	Room 332 □Centr	ralia Clinic	
Description of Use (ex. Speaker, meeting, reco	• •			
Start Time of Setup: 4 pm	AM/PM	Start Time of Event:	4:30 pm	AM/PM
End Time of Event: 8:00 pm	AM/PM	End Time of Cleanup: 8:3	0pm	AM/PM
<ol> <li>To remove all trash or other</li> <li>To repair, replace, or pay for</li> <li>To conduct its use in such a</li> <li>To indemnify and hold the 0 action or suits of any kind or</li> </ol>	ws, ordinances and county policies in use debris that may be deposited (by partic the repair or replacement of damaged manner as to not unreasonably interfection of Boone, its officers, agents as	using Boone County Governation of the organism	ment conference rooms.  anizational use.  nd furnishings in rooms.  mment building functions.  any and all claims, demands, damages, actions, settlements on account of bodily injury of	
Organization Representative/Title:	Rachel Willenberg, Secretary			
Phone Number:573-445-6853 cell 573-673-1	626		Date of Application: 1/3/17	
Email Address:rachelwillenberg@hotmail.com	n			
Applications may be submitted in pe		ty Commission, 801 E. Wal	lnut, Room 333, Columbia, MO 65201 or	by email to
PERMIT FOR OR The County of Boone hereby grants the above for any reason by duly entered order of the Bo		NE COUNTY GOVERNA with the terms and condition	MENT CONFERENCE ROOMS  as above written. The above permit is subjectively.	ect to termination
ATTEST:  Wender S Nove  County Clerk	BC Med	County Commission	W	