

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

16th

day of

January

2020

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

Now on this day, the County Commission of the County of Boone does hereby recognize January 20, 2020 as Martin Luther King Day, and honors Dr. King's sacrifices and his visions for the future.

Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

PROCLAMATION HONORING REVEREND DR. MARTIN LUTHER KING, JR.

- WHEREAS,** Reverend Dr. Martin Luther King, Jr., renowned leader of the American Civil Rights Movement, was born on January 15, 1929 in Atlanta, Georgia; and
- WHEREAS,** Dr. King devoted, and ultimately sacrificed, his life to advancing equality, social justice and opportunity for all, inspired by his vision of a society where individuals were not judged “by the color of their skin but by the content of their character”; and
- WHEREAS,** between 1955 and 1968, Dr. King led his fellow Americans in a movement toward legal equality for African Americans in the United States, using the power of words and acts of nonviolent resistance, such as protests, grassroots organizing, and civil disobedience; and
- WHEREAS,** Dr. King continued his life’s mission through similar campaigns focused on poverty and international conflict, never losing sight of his principled beliefs that men and women everywhere, regardless of color or creed, are equal members of the human family; and
- WHEREAS,** in 1963, Dr. King was a driving force behind the March on Washington, which drew over a quarter-million people, at which he gave his famous “I Have a Dream” speech; and
- WHEREAS,** Dr. King was named Time Magazine’s Man of the Year for 1963 and, in 1964, at the age of 35, Dr. King became the youngest person to win the Nobel Peace Prize; and
- WHEREAS,** as a result of the movement led by Dr. King, Congress passed the landmark Civil Rights Act in 1964 and the Voting Rights Act in 1965; and
- WHEREAS,** tragically, Dr. King’s leadership, so noted for its nonviolence and tenacity, was cut short on April 4, 1968, when he was assassinated at the Laurel Motel in Memphis, Tennessee; and
- WHEREAS,** Dr. King’s legacy lives on as our nation continues to be inspired by and strive for the realization of his vision of universal equality and justice; and
- WHEREAS,** as we commemorate Dr. King’s life on this third Monday of January, 2020, we reflect on the imperative of continuing Dr. King’s work, through both nonviolent words and actions, in order to achieve his vision of a future in which we have “transformed the jangling discords of our nation into a beautiful symphony of brotherhood.”
- THEREFORE,** The Boone County Commission does hereby recognize January 20, 2020, as Martin Luther King Day, and encourages residents to reflect on Dr. King’s vision and how they can work toward realization of this vision in their lives, communities and nation.

IN TESTIMONY WHEREOF, this 16th Day of January, 2020.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2020

In the County Commission of said county, on the 16th day of January 2020

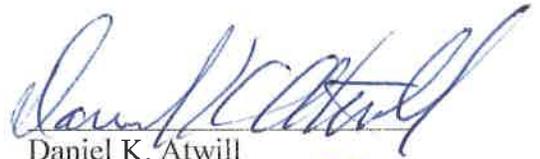
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 321 N. Purdy Lane, parcel #18-203-09-00-028.00 01.

Done this 16th day of January 2020.

ATTEST:

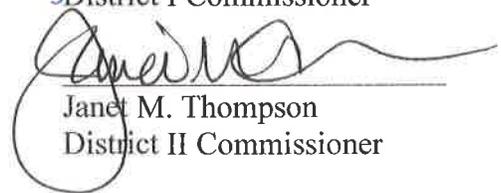

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)
321 N Purdy Ln)
Columbia, MO 65201)

January Session
January Adjourned
Term 2020
Commission Order No. 33-2020

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of January 2020, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage, and derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevy Equinox vehicle on the premises.
4. The location of the public nuisance is as follows: 321 N Purdy Ln, Columbia, MO, a/k/a parcel# 18-203-09-00-028.00 01, NE Quarter of the SE Quarter of the SW Quarter of, Section 9, Township 48, Range 11 as shown by deed book 0431 page 0215, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code and derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevy Equinox vehicle in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 26th day of November 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Michael J and Ann L Bodine

321 Purdy Ln.

Health Department nuisance notice – timeline

- 11/4/19: Citizen complaint received
- 11/5/19: Initial inspection conducted
- 11/6/19: Notice of violation sent to owner, return receipt requested
- 11/26/19: Notice of violation posted in local newspaper
- 12/10/19: Reinspection conducted – violation not abated
- 12/18/19: Hearing notice sent
- 12/19/19: Notice of violation signed for by property owner
- 1/9/20: Reinspection conducted – violation not abated – photographs taken at ~ 10:00 a.m.

Photographs taken 1/9/20 @ ~ 10:20 a.m.

Trash, rubbish, garbage, and a derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevy Equinox vehicle on the premises





HEARING NOTICE

BODINE MICHAEL J AND ANN L
5000 W DRISKEL RD
COLUMBIA, MO 65202-7294

An inspection of the property you own located at 321 Purdy Ln (parcel #18-203-09-00-028.00 01) was conducted on December 10, 2019 and revealed trash, rubbish and garbage and a derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevy Equinox vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on January, 16, 2020 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 18th day of

December 2019 by BUR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play

**COLUMBIA/BOONE COUNTY DEPARTMENT OF
PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF HUMAN SERVICES
P.O. BOX 6015
COLUMBIA, MO 65205**

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31005462

NOTICE OF DECLARATION OF
PUBLIC NUISANCE
AND ORDER OF ABATEMENT
BODINE MICHAEL J AND ANN L
5000 W DRISKEL RD
COLUMBIA, MO 65202-7294.

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 321 Purdy Ln as shown by deed book 0431 page 0215
Type of Nuisance: trash, rubbish and garbage, and a derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevrolet Equinox.
The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: November 26, 2019

Stephanie Browning, Director,
Columbia/Boone County
Department of Public Health

INSERTION DATES: November 26, 2019

STATE OF MISSOURI)
County of Boone) ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion November 26, 2019
- 2nd Insertion 2019
- 3rd Insertion 2019
- 4th Insertion 2019
- 5th Insertion 2019
- 6th Insertion 2019
- 7th Insertion 2019
- 8th Insertion 2019
- 9th Insertion 2019
- 10th Insertion 2019
- 11th Insertion 2019
- 12th Insertion 2019
- 13th Insertion 2019
- 14th Insertion 2019
- 15th Insertion 2019
- 16th Insertion 2019
- 17th Insertion 2019
- 18th Insertion 2019
- 19th Insertion 2019
- 20th Insertion 2019
- 21st Insertion 2019

COLUMBIA MISSOURIAN PRINTER'S FEE \$35.75

By: _____
(Bryan Chester, General Manager)

Subscribed and sworn to before me this
26th day of November, 2019

(Melody Cook, Notary Public)
My Commission Expires October 16, 2020

MELODY COOK
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Commissioned for Cooper County
 My Commission Expires Oct. 16, 2020
 Commission ID #12405232

Track Another Package +

Tracking Number: 70172680000088381384

[Remove X](#)

Your item was delivered to an individual at the address at 1:50 pm on December 19, 2019 in COLUMBIA, MO 65202.

Delivered

December 19, 2019 at 1:50 pm
Delivered, Left with Individual
COLUMBIA, MO 65202

Feedback

Get Updates v

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

46.80

Sent To

Michael & Ann L Bodine

Street and Apt. No., or PO Box No.

5000 W Driskel Rd

City, State, ZIP+4®

Columbia mo 65202-7294

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



9227 8E88 0000 0892 2102

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Michael & Ann L Bodine
5000 W Driskel Rd
Columbia, mo
65202-7294



9590 9402 4955 9063 9396 82

Article Number (Transfer from service label)

117 2680 0000 8838 1384

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

- Agent
- Addressee

B. Received by (Printed Name)

M. BODINE

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

BODINE MICHAEL J AND ANN L
5000 W DRISKEL RD
COLUMBIA, MO 65202-7294

An inspection of the property you own located at own located at 321 N Purdy Lane (parcel # 18-203-09-00-028.00 01) was conducted on November 5, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6th day of November 2019 by DBR





Columbia/Boone County
Public Health & Human Services



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

BODINE MICHAEL J AND ANN L
5000 W DRISKEL RD
COLUMBIA, MO 65202-7294

An inspection of the property you own located at 321 N Purdy Lane (parcel #18-203-09-00-028.00 01) was conducted on November 5, 2019 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable tan Chevy Equinox vehicle on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 6th day of November, 2019 by ABR.

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov





Garth Baker <garth.baker@como.gov>

Fwd: County Nusiance

3 messages

Kala Tomka <Michala.Wekenborg@como.gov>

Mon, Nov 4, 2019 at 3:50 PM

To: Garth Baker <garth.baker@como.gov>, Kristine Vellema <kris.vellema@como.gov>

Didn't 1 of you already look at this?

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>

Date: Mon, Nov 4, 2019 at 3:46 PM

Subject: County Nusiance

To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Anonymous caller stated at the location of 331 N Purdy Lane there are two junk vans, and all kinds of lawn mower parts laying around the yard. He states the residents are always burning trash, and it smells like burnt oil.

Caller states the vehicles can be viewed from Purdy Lane.

Caller also informed of a septic tank being backed up on the property, and flooding an area on the property...this cannot be seen from Purdy Lane. Caller stated he drove down the driveway of the neighbor to view the septic tank issue.

Caller stated this property is located next to the Twin Oaks Complex.

11/04/2019 @ 3:30 PM

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

--
Kala W. Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

Garth Baker <garth.baker@como.gov>

Mon, Nov 4, 2019 at 4:00 PM

Warranty Deed

Boone County, Missouri

Filed for record on May 3 1976 at 4:06 o'clock P.M. in Boone County, Mo.

Document No. 3734 recorded in Boone County Boone SAUNDERS, Recorder of Deeds.

Unofficial Document

THIS DEED, Made and entered into this 3rd day of May A.D. One Thousand Nine Hundred and

Sixty Six, by and between CORNELIA CROSS, widow of J.W. Cross, deceased

of Boone County, State of Missouri party or parties of the first part, and

(Grantee's mailing address is:) MICHAEL J. BODINE and ANN L. BODINE, husband and wife
605 Jackson, Columbia, Missouri

of Boone County, State of Missouri party or parties of the second part:

WITNESSETH That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri to-wit:

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter (NE 1/4 SE 1/4 SW 1/4) of Section Nine (9), Township Forty-Eight (48), Range Eleven (11).

Subject to easements of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever,

Except taxes for 1976 and thereafter.

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

Cornelia Cross
CORNELIA CROSS

STATE OF MISSOURI }
County of BOONE } ss.

On this 3rd day of May, 1976.

Before me personally appeared CORNELIA CROSS, widow of J.W. Cross

known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Mo the day and year first above written.
My term expires 11-30-1976

Pamela Saunders
PAMELA SAUNDERS Notary Public

STATE OF MISSOURI }
County of Boone } ss.

IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 4 o'clock 06 minutes P.M. on the 3rd day of May A.D. 1976, duly filed for record

in this office and has been recorded in Book 491 Page 215

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

Nora Dietzel, Recorder of Deeds BETTY SAUNDERS, RECORDER

Tom Schauwecker Assessor

Parcel 18-203-09-00-028.00 01

Property Location 321 N PURDY LN

City _____ Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner BODINE MICHAEL J AND ANN L Subdivision Plat Book/Page _____
 Address 5000 W DRISKEL RD Section/Township/Range 9 48 11
 Care Of _____ Legal Description NE SE SW (EXC PT TO ROAD)
 City, State, Zip COLUMBIA, MO 65202 - 7294 Lot Size .00 x .00
 Irregular Shape _____
 Deeded Acreage 9.73
 Calculated Acreage .00
 Deed Book/Page 2483 0078 0431 0215

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total	Type	Total
AGRICULTURE	1,450	AGRICULTURE	174
RESIDENTIAL	73,660	RESIDENTIAL	13,995
Totals	75,110	Totals	14,169

RESIDENCE DESCRIPTION

Year Built 1945
 Use 810
 Basement CRAWL SPACE (2) Attic UNFINISHED (2)
 Bedrooms 3 Main Area 1,019
 Full Bath 1 Finished Basement Area 0
 Half Bath 0
 Total Rooms 6 Total Square Feet 1,019

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4251
 Fax (573) 886-4254

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

20 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 attached Eligibility Form for the Missouri State Agency for Surplus Property and does hereby authorize the Presiding Commissioner to sign it.

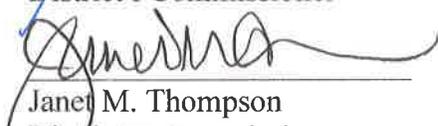
Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer
Phone: (573) 886-4392



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: January 16, 2020
RE: Missouri State Agency for Surplus Property-Eligibility Form

The Missouri State Agency for Surplus Property requires the County to complete and re-file an eligibility form every five years that allows the County's participation in the state Surplus Property program which also encompasses federal surplus property. The form requires Commission approval. There is no cost associated with participation in the state Surplus Property program.

Missouri State Agency for Surplus Property About the Program...

Eligibility

The Federal Surplus Property Donation program enables certain nonfederal organizations to obtain property the Federal Government no longer needs. The Missouri State Agency for Surplus Property (MOSASP) obtains this surplus property from the Federal Government and donates it to eligible entities for a service charge. Eligible entities include:

- Public agencies (State Agencies, cities, counties, schools, fire protection district, ambulance districts, etc.)
- Not-for-profit educational and public health activities (these must be licensed or accredited by a recognized authority).
- Agencies that primarily serve the homeless.
- Agencies that provide assistance to the needy.
- Agencies that receive funds from the Older Americans Act.
- Certain Veterans organizations.

To become eligible, forms must be completed by the chief administrative officer or executive head of the agency and MOSASP must make an eligibility determination. Once an agency is approved to receive property, the agency is called a donee. At that point, authorized representatives can visit the MOSASP facility and select property needed by the donee. Property is received on a daily basis so the inventory changes on a daily basis.

Service Educational Activities

Services Educational Activities (SEAs) are eligible to receive Department of Defense (DOD) property. Although their eligibility is determined by DOD, they should contact MOSASP for requirements. Property obtained by the SEA can only be used in their eligible program, and must be put into use within one year of receipt and used for at least one year.

Small Business Administration Participants

Participants in the Small Business Administration's (SBA's) 8(a) Business Development Program may be eligible to receive surplus property. The SBA will be responsible for determining eligibility and enforcing compliance.

Want List

To request property that is needed but not currently available, donees can place their names and the need items on the want list. When the property is received, staff will call and notify the donee that it is available.

Return of Property

- If at any time during the period of restriction, the property is no longer suitable, usable, or further needed by the donee, the donee must return the property to MOSASP.
- If property cannot be used and is returned within 30 days from receipt, full credit will be given. If property is returned between 30 and 60 days from receipt, half credit will be given. After 60 days, no credit will be given.

Hours of Operation

The facility is open from 8:00 a.m. – 4:30 p.m., Monday through Friday.

Restrictions

The Federal government requires that MOSASP place restrictions on property transferred through the donation program. Title to the property does not pass to the donee until it has been used for the period of restriction. A summary of these restrictions is as follows:

- Property can only be used by the eligible donee.
- Property obtained must be put into use within one year of receipt and remain in use for at least one year.
- Passenger motor vehicles and items with an original acquisition cost of \$5,000 or more must be used for a minimum period of 18 months.
- Gas masks, body armor, aircraft, vessels, and foreign gifts have an additional period of restriction.
- Personal use, unauthorized sale, disposal, cannibalization or destruction of property during the restriction period is considered noncompliance.
- Property cannot be stored at a personal residence without the prior written approval of MOSASP.

Compliance

MOSASP is required to verify compliance with the regulations. This is done by mailing utilization report forms and by making random unannounced compliance visits. During the compliance visits, we ask to see the property in use.

State Surplus Property

In addition to the federal donation program, MOSASP operates the State surplus property program. This provides an opportunity for the same donees to obtain surplus property from the state agencies. State surplus property must be obtained for use by the eligible donees.

Fixed Price Vehicle Program

Under the fixed price program, MOSASP purchases vehicles from the Federal Government. These vehicles are then resold to eligible donees. The vehicles are typically lower mileage and later model year than those found through the donation program. These vehicles must be obtained for use by the eligible donee.

Location

Missouri State Agency for Surplus Property
2846 Highway 179
Jefferson City, MO 65102
Phone: (573) 751-3415
Toll Free: (888) 295-7796
Fax: (573) 751-1264
E-Mail: leeann.braun@oa.mo.gov

INSTRUCTIONS FOR COMPLETING ELIGIBILITY FORMS

Please complete all blanks requiring information. If you fail to do this, it will result in delays for establishing your eligibility. If you have questions or need assistance filling out the forms, do not hesitate to contact Brenda Kennedy at 573-751-3415 or 888-295-7796.

1. The Chief Administrative Office or executive head must sign all forms. (i.e., mayor, presiding commissioner, superintendent, chairman/president of the Board, director, etc.)
2. Only one of the above officials should sign the eligibility forms. (All Forms must be signed by the same individual.)
3. All signatures must be original, not stamped.
4. On the Application for Eligibility, if you are a Public Agency complete sections I & II **only** and sign. If you are a non-profit organization complete sections I & III **only** and sign.
5. A geographic location must be documented in the street address section on the Donee Authorization form. Many donee mailing addresses are either post office boxes or rural routes. If this applies to your activity, please show a highway, street, or give general directions to the facility/location where property obtained from our agency will be kept. This information is required to satisfy federal accountability and compliance regulations.
6. On the Donee Authorization form list the names of the people who are authorized to come in and sign for property for your agency.
7. If you are applying as a non-profit organization, a copy of the IRS tax-exempt ruling must accompany the application. The ruling must have the **correct** name and address of the applicant organization. If it does not, a name/and or address correction should be requested from the Internal Revenue Service, EP/EO Divisions, P.O. Box 192, Covington, KY 41012-0192 (Tel. #877-829-5500). A copy of this correspondence may be included with the application packet, since confirmation by the IRS generally may not be received for a long period of time.
8. If you are licensed, accredited, certified, or have received approval for your health or educational activity, please provide current copies of the documentation. We are required to keep this information current at all times.
9. A narrative description of services provided is required by Federal regulations. For the non-profit agencies, a more detailed description is necessary. Include brochures, pamphlets, etc. Political subdivisions, such as cities, may include a brief summary of services such as police department, sewer, water, street, etc.
10. Mail your completed paperwork to:
MO State Agency for Surplus Property
PO Drawer 1310
Jefferson City, MO 65102 or fax it to 573-751-1264



STATE OF MISSOURI
FEDERAL SURPLUS PROGRAM
2846 HIGHWAY 179
JEFFERSON CITY, MISSOURI 65109
SURPLUSMAIL@OA.MO.GOV

WANT LIST

AGENCY County of Boone - Missouri	CONTACT NAME Melinda Bobbitt
EMAIL mbobbitt@boonecountymo.org	TELEPHONE (573) 886-4391

WANT LIST

If you are in need of a specific item, please check below and write a detailed description.

- | | |
|--|--|
| <input type="checkbox"/> Air / Generator | <input type="checkbox"/> Heavy Equipment |
| <input type="checkbox"/> Appliance | <input type="checkbox"/> Household / Kitchen |
| <input type="checkbox"/> ATV / UTV | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Building / Construction | <input type="checkbox"/> Music |
| <input type="checkbox"/> Cabinets | <input type="checkbox"/> Office |
| <input type="checkbox"/> Camping / Outdoor | <input type="checkbox"/> Police |
| <input type="checkbox"/> Carts | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Cleaning | <input type="checkbox"/> Shelving |
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Container | <input type="checkbox"/> Tools |
| <input type="checkbox"/> Electronics | <input type="checkbox"/> Trailer |
| <input type="checkbox"/> Emergency | <input type="checkbox"/> Vehicle |
| <input type="checkbox"/> Furniture | |

DESCRIPTION:



STATE OF MISSOURI
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
 P.O. DRAWER 1310
 JEFFERSON CITY, MISSOURI 65102-1310
DONEE AUTHORIZATION

SASP OFFICE USE ONLY	
UPDATE	ACCOUNT NUMBER
NEW	CODE NUMBER
ADD/DELETE	EXPIRATION

NAME OF DONEE INSTITUTION County of Boone, Missouri		DATE 01/14/2020
DEPARTMENT (IF COLLEGE, UNIVERSITY, OR APPLICABLE) ATTN: Purchasing Department		ADDRESS (STREET AND NUMBER) 613 E. Ash Street
MAILING ADDRESS same	CITY Columbia	COUNTY Boone
ZIP CODE 65201	TELEPHONE NUMBER (INCLUDE EXTENSION) (573) 886-4391	FAX NUMBER (573) 886-4390
FISCAL YEAR END MONTH <u>12</u> DAY <u>31</u>	NUMBER OF EMPLOYEES (PAID AND VOLUNTEER) FULL TIME <u>456</u> PART TIME <u>38</u>	E-MAIL ADDRESS mbobbitt@boonecountymo.org
CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD Daniel K. Atwill		TITLE Presiding Commissioner
SEND INVOICES TO Melinda Bobbitt		TITLE Purchasing Director

NAME (PLEASE TYPE OR PRINT)	TITLE	PHONE EXTENSION (IF DIFFERENT FROM ABOVE)	EMAIL
Adkins, Bonnie	Office Administrator	573-886-4112	badkins@boonecountymo.org
Atwell, Jenny	Corrections Captian	573-875-1111, X6243	jatwell@boonecountymo.org
German, Gary	Corrections Captain	573-875-1111, X6201	ggerman@boonecountymo.org
Blakemore, Christy	Circuit Clerk	573-886-4041	cblakemore@boonecountymo.org
Bobbitt, Melinda	Purchasing Director	573-886-4391	mbobbitt@boonecountymo.org
Dietzel, Nora	Recorder of Deeds	573-886-4345	ndietzel@boonecountymo.org
Edington, Greg	Road & Bridge Dir.	573-449-8515	gedington@boonecountymo.org
Gish, Aron	IT Director	573-886-4319	agish@boonecountymo.org
Hoskins, Keith	Detention Director	573-875-1111, X6235	khoskins@boonecountymo.org
Piper, Joe	Dep. Dir. Jnt Com	573-554-1002	jpiper@boonecountymo.org
Martin, Chad	Director Jnt Com	573-554-1001	cmartin@boonecountymo.org
Epping, Mary	Court Administrator	573-886-4060	mepping@boonecountymo.org

The above named individuals are authorized to act as representatives of our institution (until otherwise notified) in inspecting, selecting, signing and obligating necessary funds to pay service charges for property to be utilized by the institution. The donee assumes full responsibility for all property acquired by the representatives and agrees to terms and conditions applicable to property donated under the surplus property program and Civil Rights Act of 1964, as stated on reverse side of the Distribution Document.

AUTHORIZED BY

SIGNATURE (CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD)

APPOINTED OR HIRED

ELECTED – TERM EXPIRES 12 / 31 / 2022

TITLE

Presiding Commissioner

HIRED BY CONTRACT – CONTRACT EXPIRES / /



STATE OF MISSOURI
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
 P.O. DRAWER 1310
 JEFFERSON CITY, MISSOURI 65102-1310

TERMS AND CONDITIONS OF DISTRIBUTION DOCUMENT

You AGREE to the following when signing your name to a Distribution Document/Invoice:

- To use the surplus property only in the official program that you represent.
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for eighteen months (18) or longer**
- You will not sell the property, lend it, trade it, or tear it down for parts unless given prior permission
- You will not permanently remove the property for use outside the state
- You will not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document.

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

**Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact our agency at (573) 751-3415 or toll free at (888) 295-7796.

RETURN POLICY

Property returned within 30 days from acquisition = Full Credit

Property returned between 30-60 days from acquisition = Half Credit

No credit will be given for property returned after 60 days

I agree to abide by the terms and conditions on the back of the distribution document and realize that failure to do so could render my organization ineligible to receive property.

ORGANIZATION

County of Boone - Missouri

SIGNATURE

PRINTED NAME

Daniel K. Atwill

DATE

1-16-2020



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
NONDISCRIMINATION ASSURANCE

Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Property Agency on and after October 17, 1977.

Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Rights Restoration Act of 1987.

(DONEE ORGANIZATION)

County of Boone, Missouri, hereinafter called the "donee," hereby agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangement will the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2. or 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of Rehabilitation Act of 1973, as amended, Title XI of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, age or that no otherwise qualified handicapped person shall solely by reason fo the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal Assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provision of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

By signing below, I agree to the nondiscrimination assurance and certify that my representations are true and correct.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS MUST CHECK ONE BOX BELOW

- The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department agency.
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

SIGNATURE OF CHIEF ADMINISTRATIVE OFFICER/EXECUTIVE HEAD 	TITLE Presiding Commissioner	DATE 1-16-2020
NAME OF APPLICANT ORGANIZATION County of Boone - Missouri	ADDRESS 801 E. Walnut, Rm. 333	CITY, STATE, ZIP Columbia, MO 65201-7732



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
APPLICATION FOR ELIGIBILITY

I.

A. LEGAL NAME OF APPLICANT ORGANIZATION
 County of Boone - Missouri

B. ADDRESS (STREET AND/OR P.O. BOX NUMBER)
 801 E. Walnut Street, Rm. 333

TELEPHONE
 (573) 886-4305

C. HAS THE INSTITUTION BEEN APPROVED, ACCREDITED OR LICENSED? (ATTACH EVIDENCE)
 YES NO IF YES, BY WHAT AUTHORITY?

D. NARRATIVE DESCRIPTION OF PROGRAM OR SERVICES OFFERED
 (ATTACH)

**PUBLIC AGENCIES FILL OUT SECTION II AND SIGN.
 NON-PROFIT INSTITUTIONS FILL OUT SECTION III AND SIGN.**

II. PUBLIC TAX SUPPORTED AGENCY

A. CHECK TYPE OF AGENCY

<input type="checkbox"/> STATE GOVERNMENT	<input type="checkbox"/> HEALTH	<input type="checkbox"/> EDUCATION
<input type="checkbox"/> CITY GOVERNMENT	<input checked="" type="checkbox"/> COUNTY GOVERNMENT	<input type="checkbox"/> OTHER _____

III. NON-PROFIT INSTITUTION

A. CHECK TYPE OF INSTITUTION

<input type="checkbox"/> COLLEGE	<input type="checkbox"/> CHILD CARE CENTER	<input type="checkbox"/> HEALTH CENTER/CLINIC
<input type="checkbox"/> SECONDARY SCHOOL	<input type="checkbox"/> RADIO/TV STATION	<input type="checkbox"/> PROVIDER OF ASSISTANCE TO THE NEEDY
<input type="checkbox"/> ELEMENTARY SCHOOL	<input type="checkbox"/> LIBRARY	<input type="checkbox"/> PROVIDER OF ASSISTANCE TO THE HOMELESS
<input type="checkbox"/> SCHOOL FOR HANDICAPPED	<input type="checkbox"/> MUSEUM	<input type="checkbox"/> OLDER AMERICAN ACT FUNDING
<input type="checkbox"/> NURSING HOME	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> OTHER _____

B. HOW IS THE INSTITUTION FUNDED: (SHOW PERCENTAGES)

1. TAX SUPPORTED (OTHER THAN BY GRANT) 0.00%	2. BY GRANT AND/OR CONTRIBUTIONS 0.00%	3. OTHER (SPECIFY) 0.00%
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C. HAS THE INSTITUTION BEEN DETERMINED NON-PROFIT AND TAX-EXEMPT UNDER SECTION 501 OF THE U.S. INTERNAL REVENUE CODE?
 YES (ATTACH IRS RULING LETTER) NO

D. ARTICLES OF INCORPORATION AND BYLAWS
 (ATTACH)

CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD

DATE 1.16.2020	SIGNATURE 	TITLE Presiding Commissioner
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FOR STATE USE ONLY

APPROVED
 DISAPPROVED

SIGNATURE OF MANAGER	DATE
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**CERTIFICATIONS AND AGREEMENTS
(INCLUDING TERMS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS)**

A. THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior written approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals;

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State agency designates a further period of restriction.

MO 300-1902 (8-19)

(3) In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1), (2) and (F) have expired, right to the possession of such property shall at the option of the State agency revert to the State of Missouri and the donee shall release such property to such person as the State agency shall direct.

D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (B) and (F), or the State agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA, or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State Agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, or to a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon and on other pertinent matters as may be required from time-to-time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (C) and the State terms, reservations and restrictions pertinent thereto in (D) by payment of an amount as determined by the State agency.

E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis. Without warranty of any kind, and the Government of the United States of America will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

F. THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative.

REMINDER: BY SIGNING AND SUBMITTING THE FEDERAL SURPLUS APPLICATION, YOU ARE AGREEING TO ABIDE BY THE ABOVE CERTIFICATIONS AND AGREEMENTS.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 16th day of January 2020

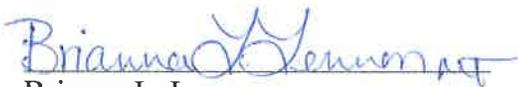
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 20-07NOV19 RSQ for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project to Geosyntec Consultants.

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

Done this 16th day of January 2020.

ATTEST:

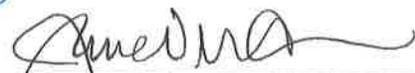

Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner



Janet M. Thompson

District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer
Phone: (573) 886-4392



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: January 14, 2020
RE: 20-07NOV19 RSQ for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Request for Statement of Qualification 20-07NOV19 solicited responses for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project for the Boone County Resource Management Department. One response was received: Geosyntec Consultants. It is noted for the record that the RSQ was advertised and posted in the Internet but only the one response was received.

The response was evaluated by a formal Evaluation Committee consisting of the following personnel:

- Lynne Hooper, Urban Hydrologist, Boone County Resource Management Department
- Bill Florea, Senior Planner, Boone County Resource Management Department
- Kelle Westcott, Budget Administrator, Boone County Resource Management Department
- Robert Lerch, Research Soil Scientist, USDA-ARS, Cropping Systems and Water Quality Research Unit

As part of the evaluation process, two Best and Final Offer requests were conducted with Geosyntec Consultants, and the result was to re-define the project into two phases. This initial award is for Phase 1. Phase 2 will be started through a contract amendment once the County secures additional grant funding.

The contract period will run from the Date of Award through One Year.

Payment for the study will be made using 319 Stormwater grant funds using the following Department/Account:

- Department 2142, DNR 319 Greater Bonne Femme/Account 71101 – Professional Services – Total: \$34,146.00.

Attachments: Bid Tabulation and Evaluation Memo
/lp

cc: Kelle Westcott, Resource Management Department
RSQ File

MEMORANDUM

TO: File
FROM: Liz Palazzolo
RE: RSQ 20-07NOV19 Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project
DATE: 12/27/19

Request for Statements of Qualifications 20-07NOV19 solicited responses for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project. Only one actual response was received with 3 No-Bid responses

1. Geosyntec Consultants, Inc. of Jefferson City, Missouri
2. No Bids: HDR, Ecoanalysts, and Suburban Labs

The initial response was evaluated by a formal Evaluation Committee consisting of the following personnel:

- Lynne Hooper, Urban Hydrologist, Boone County Resource Management Department
- Bill Florea, Senior Planner, Boone County Resource Management Department
- Kelle Westcott, Budget Administrator, Boone County Resource Management Department
- Robert Lerch, Research Soil Scientist, USDA-ARS, Cropping Systems and Water Quality Research Unit

Two Best and Final Offer requests were conducted. As part of this process, the total project was re-defined into two phases. The initial award is for Phase 1. Phase 2 will be initiated once the County secures additional grant funding. The contract will be amended to initiate Phase 2 tasks.

Award: Geosyntec Consultants of Jefferson City is the “lowest and best” proposal and will receive the award of contract. The award determination has received the recommendation of the Resource Management Department, see e-mail dated 12/04/19.

/lp

**PURCHASE AGREEMENT
FOR
TECHNICAL ASSISTANCE for the 9-ELEMENT PLAN
for the GREATER BONNE FEMME WATERSHED**

16th January

THIS AGREEMENT dated the _____ day of _____ 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Geosyntec Consultants, Inc.** 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 **Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed**, County of Boone Request for Statement of Qualifications (RSQ) number **20-07NOV19** in its entirety including the Introduction and Background, Scope of Work, Response Submission Information, the un-executed Vendor Statement of Qualifications Response Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County's Standard Terms and Conditions, Best and Final Offer Request # 1, and Best and Final Offer Request # 2 as well as the Contractor's RSQ response dated **November 5, 2019** signed by **Matthew R. Bardol** on behalf of the Contractor, the **Best and Final Offer #2** dated **December 20, 2019** executed by **Matt Bardol** on behalf of the Contractor, the **Best and Final Offer #1** dated **November 26, 2019** executed by **Nick Muenks** on behalf of the Contractor, and e-mail clarification dated **December 04, 2019** from Nick Muenks on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office bid file for this RSQ if not attached. In the event of conflict between any of the foregoing documents, including the Introduction and Background, Scope of Work, Response Submission Information, the un-executed Vendor Statement of Qualifications Response Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County's Standard Terms and Conditions, and Best and Final Offer Request #1, and Best and Final Offer Request # 2 shall prevail and control over the Contractor's proposal response.

2. Contract Period – The initial contract period shall be the **Date of Award shown above through One Year**.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed** as described in RSQ 20-07NOV19, Phase 1, for the firm, fixed total price of \$34,146.00.

4. Performance Delivery – The Contractor agrees to deliver contractual services as specified in **RSQ 20-07NOV19, Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed**. All services, and as applicable any supplies, shall be delivered to the Boone County Resource Management Department, 801 E. Walnut, Room 315, Columbia, MO 65201. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Billing and Payment - All billing shall be invoiced to the Boone County Resource Management Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the

disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone County Resource Management Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

GEOSYNTEC CONSULTANTS, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
by Matt Bardol
60FAAEB61581437...

DocuSigned by:
Daniel K. Atwill
5A4B934CED6E4EB...
Presiding Commissioner

title Senior Principal

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. DeHaven
by Charly J. DeHaven
36E1A0DDB6AC443...
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
710B2D1A666B6465...
County Clerk

AUDITOR CERTIFICATION

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

Fund: 2142 - Account: 71101: \$34,146.00

DocuSigned by:
Gene E. Probst
Signature
E0D66A0B5784244D...

1/9/2020

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Boone County Purchasing



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

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymmo.org

December 18, 2019

Geosyntec Consultants
2009 E. McCarty, Ste. 1
Jefferson City, MO 65101

Via E-mail: cluebbering@geosyntec.com

RE: Best and Final Offer (BAFO) Request #2 to RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed

Dear Mr. Luebbering:

This letter and attachments shall constitute a second official Best and Final Offer Request.

The first attachment is a Best and Final Offer Request #2 - Form #1 for this Request for a Statement of Qualifications. The Best and Final Offer Form #1 must be completed, signed by an authorized representative of your organization, and returned with your BAFO #2 response.

The second attachment (Form #2) adds additional revisions to the original RSQ document as previously revised by BAFO Request #1.

In your response to BAFO Request #2, you may make any modification, addition, or deletion deemed necessary to your initial and BAFO #1 response. It is not necessary for you to resubmit your entire response/proposal, but be aware that the revisions presented may prompt additional changes to your previous response. The offeror is advised to complete BAFO Request #2 in order to ensure that all information necessary for a full evaluation has been submitted.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RSQ have been met, (2) all RSQ requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer. Please make sure your response to this BAFO request addresses the latest version of each paragraph of the RFP.

Please provide a ***written sealed response*** no later than by **Noon (12:00 P.M.) on December 23, 2019**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is

executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RSQ, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Liz Palazzolo

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

cc: Evaluation Committee Members
RSQ File

Attachments: Best and Final Offer (BAFO) #2 Form and BAFO #2 Revisions List

**BEST AND FINAL OFFER REQUEST #2 - - - FORM #1
BOONE COUNTY, MISSOURI**

RSQ NUMBER AND DESCRIPTION: *RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed*

BEST AND FINAL OFFER #2 - FORM #1

This Best and Final Offer (BAFO) Request #2 is issued in accordance with Response Submission Information of RSQ 20-07NOV19 and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: *Liz Palazzolo*
**Liz Palazzolo, CPPO, C.P.M.
Senior Buyer**

Company Name: Geosyntec Consultants

Address: 2009 E. McCarty Street, Suite 1

Jefferson City, MO 65101

Telephone: 573-443-4100 Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: Matt Bardol Title: Senior Principal

Signature:  Date: 12/20/2019

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:

Matt Bardol - mbardol@geosyntec.com

BEST AND FINAL OFFER REQUEST #2 - - - FORM #2

BOONE COUNTY - MISSOURI

RSQ NUMBER AND DESCRIPTION: ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed***

NOTE: All changes as a result of this BAFO request to existing text are noted in **BAFO #2 REVISIONS LIST**

This BAFO #2 Revisions List is hereby incorporated into and made a part of the Request for a Statement of Qualifications document. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
 Attn: Liz Palazzolo
 613 E. Ash Street
 Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed*** have been revised by the BAFO Request #1 as follows:

1. **ADD** the following as sub-paragraph 2.1.1:

2.1.1 The County will award the total project into two phases. Phase 1 shall be awarded initially. Phase 2 shall be awarded subsequent to receipt of additional grant funding, after the award of Phase 1 and accomplished by formal written amendment to the contract conducted by the Purchasing Department on behalf of the Resource Management Department and as signed and duly authorized by the Boone County Commission.

2. Paragraph 2.7.4 shall be **REVISED** as follows:

Final Report: The final report must be submitted in written and digital format no later than within six (6) consecutive months of the contract award date to the County Resource Management Department, ***or as otherwise mutually agreed to by the County and the contractor.*** The final report shall include but not necessarily be limited to all specifications listed above, including the following detail:

4.13.5 **\$34,146.00** - Total, Firm Fixed Project Price: Phase 1, itemized as follows:

Task	Labor: Phase 1 Total Costs	All Other Non- Labor Costs - Phase 1 Total Costs	Sub-Total Price for Identified Task – Phase 1
Task 1: Stage/Discharge Rating Curves Phase 1	\$2,494.00	\$439.00	\$2,933.00

Task 2: Current Loading and Load Reduction Calculations	Phase 2 Task		
Task 3: Quality Assurance Project Plan (QAPP) Development – Phase 1 - Completes Task	\$6,754.00	\$0.00	\$6,754.00
Task 4: Watershed Modeling of Baseline - Phase 1	Phase 1 and Phase 2 Tasks Identified Below		
Task 4.1 Watershed Delineation – Phase 1	\$5,507.00	\$0.00	\$5,507.00
Task 4.2 Ecoli Source Identification – Phase 1	\$4,117.00	\$0.00	\$4,117.00
Task 4.3 Calculations of EMC – Phase 1	\$4,812.00	\$0.00	\$4,812.00
Task 4.4 STEPL Model Set-up – Phase 1	\$8,287.00	\$0.00	\$8,287.00
Task 4.5 Current Loading and Mapping	Phase 2 Task		
Task 4.6 Priority Areas for BMP Implementation	Phase 2 Task		
Task 5: Watershed Modeling for Estimating Loading Reductions	Phase 2 Task		
Task 6: Reporting	Phase 2 Task		
Task 7: Project Coordination/Management	\$1,736.00	\$0.00	\$1,736.00

Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.13.5)	\$34,146.00
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- *End of Document*

Proposed Tasks for Phase 1

Task No	Labor Category	Senior Principal	Principal	Senior Profess.	Project Profess.	Project Profess.	Senior Staff	Staff	Admin.	Total Hours	Labor Cost	Non Labor Cost	Sub-Total Price for Identified Task
	Name	Matt Bardol	Adrienne Nemura	Nick Muenks	Rishab Mahajan	Cody Luebbering	Karoline Qasem	Ranjita Tiwari	Amy Wrather				
	Hourly Rates	\$245	\$225	\$204	\$182	\$182	\$139	\$119	\$65				
	Task Description	Hours											
1	Stage/Discharge Rating Curves	0	0	2	0	15	0	15	1	32	\$4,988	\$877	\$5,865
1.1	Event 1	0	0	1	0	7.5	0	7.5	0.5	16	\$2,494	\$439	\$2,933
1.2	Event 2	0	0	1	0	8	0	8	1	16	\$2,494	\$439	\$2,933
2	Current Loading and Load Reduction Calculations	0	0	2	0	4	0	10	1	16	\$2,326	\$0	\$2,326
3	QAPP Development	3	3	3	26	0	0	0	0	35	\$6,754	\$0	\$6,754
4	Watershed Modeling of Baseline	6	0	0	34	0	210	0	0	250	\$36,848	\$0	\$36,848
4.1	Watershed delineation	1			6		30			37	\$5,507	\$0	\$5,507
4.2	E.coli source identification	1			6		20			27	\$4,117	\$0	\$4,117
4.3	Calculations of EMC	1			6		25			32	\$4,812	\$0	\$4,812
4.4	STEPL Model Setup	1			6		50			57	\$8,287	\$0	\$8,287
4.5	Current Loading and Mapping	1			6		50			57	\$8,287	\$0	\$8,287
4.6	Priority Areas for BMP Implementation	1			4		35			40	\$5,838		\$5,838
5	Watershed Modeling for Estimating Loading Reductions	4	0	0	8	0	0	52	0	64	\$8,624	\$0	\$8,624
6	Reporting	6	0	0	15	0	0	40	0	61	\$8,960	\$0	\$8,960
7	Project Management	0	0	0	19	0	0	0	3	21	\$3,653	\$0	\$3,652
7.1	Phase 1				9				1.5	11	\$1,736	\$0	\$1,736
7.2	Phase 2				10				1.5	10	\$1,918	\$0	\$1,916
	Phase 1 Total	7	3	4	59	7.5	125	7.5	2	214.5	\$33,707	\$439	\$34,146
	Project Total	19	3	7	102	19	210	117	5	479	\$72,153	\$877	\$73,030

Boone County Purchasing



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

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

December 18, 2019

Geosyntec Consultants
2009 E. McCarty, Ste. 1
Jefferson City, MO 65101

Via E-mail: cluebbering@geosyntec.com

RE: Best and Final Offer (BAFO) Request #2 to RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed

Dear Mr. Luebbering:

This letter and attachments shall constitute a second official Best and Final Offer Request.

The first attachment is a Best and Final Offer Request #2 - Form #1 for this Request for a Statement of Qualifications. The Best and Final Offer Form #1 must be completed, signed by an authorized representative of your organization, and returned with your BAFO #2 response.

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Please provide a **written sealed response** no later than by **Noon (12:00 P.M.) on December 23, 2019**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is

executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RSQ, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

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Sincerely,

Liz Palazzolo

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

cc: Evaluation Committee Members
RSQ File

Attachments: Best and Final Offer (BAFO) #2 Form and BAFO #2 Revisions List

**BEST AND FINAL OFFER REQUEST #2 - - - FORM #1
BOONE COUNTY, MISSOURI**

RSQ NUMBER AND DESCRIPTION: ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed***

BEST AND FINAL OFFER #2 - FORM #1

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By: *Liz Palazzolo*
**Liz Palazzolo, CPPO, C.P.M.
Senior Buyer**

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature in ***DocuSign***:

BEST AND FINAL OFFER REQUEST #2 - - - FORM #2

BOONE COUNTY - MISSOURI

RSQ NUMBER AND DESCRIPTION: ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed***

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Task	Labor: Phase 1 Total Costs	All Other Non- Labor Costs - Phase 1 Total Costs	Sub-Total Price for Identified Task – Phase 1
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Task 2: Current Loading and Load Reduction Calculations	Phase 2 Task		
Task 3: Quality Assurance Project Plan (QAPP) Development – Phase 1 - Completes Task	\$6,754.00	\$0.00	\$6,754.00
Task 4: Watershed Modeling of Baseline - Phase 1	Phase 1 and Phase 2 Tasks Identified Below		
Task 4.1 Watershed Delineation – Phase 1	\$5,507.00	\$0.00	\$5,507.00
Task 4.2 Ecoli Source Identification – Phase 1	\$4,117.00	\$0.00	\$4,117.00
Task 4.3 Calculations of EMC – Phase 1	\$4,812.00	\$0.00	\$4,812.00
Task 4.4 STEPL Model Set-up – Phase 1	\$8,287.00	\$0.00	\$8,287.00
Task 4.5 Current Loading and Mapping	Phase 2 Task		
Task 4.6 Priority Areas for BMP Implementation	Phase 2 Task		
Task 5: Watershed Modeling for Estimating Loading Reductions	Phase 2 Task		
Task 6: Reporting	Phase 2 Task		
Task 7: Project Coordination/Management	\$1,736.00	\$0.00	\$1,736.00

Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.13.5)	\$34,146.00
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- *End of Document*



2009 E. McCarty, Suite 1
Jefferson City, Missouri 65101
PH 573.443.4100
www.geosyntec.com

November 26, 2019

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

**Subject: Response to Best and Final Offer (BAFO) Request #1 to RSQ 20-07NOV19,
Technical Assistance for the 9-Element Plan for the Greater Bonne Femme
Watershed**

Dear Ms. Palazzolo:

Boone County has requested a Best and Final Offer (BAFO) (#1) for the Request for a Statement of Qualifications (RSQ) for the Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed project. This letter and the enclosed attachments provide Geosyntec's response to this request. Our response includes the Best and Final Offer Form #1 and Best and Final Offer Form #2 which considers the additional information provided in Attachment Three of the RSQ.

Geosyntec Consultants is excited about the opportunity to assist the County a provide technical assistance for the 9-element Greater Bonne Femme Watershed Plan. Our core team provides local experts who know and understand the Greater Bonne Femme Watershed. We have a proven track record of providing quality results to our clients. Our local team allows us to promptly respond to project needs.

We look forward to building on the successful partnerships we've previously had with Boone County, Missouri. Our focus is providing Boone County and the Greater Bonne Femme watershed partners with exceptional service and cost-effective solutions by leveraging local support and our national network of watershed planning specialists. Should you have any questions regarding our qualifications or BAFO submittal, please give Nick Muenks a call at (573) 499-5447.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Muenks", with a long horizontal flourish extending to the right.

Nick Muenks, HTIII
Senior Scientist

Ms. Palazzolo
November 26, 2019
Page 2

Attachments: Best and Final Offer Form #1 for RSQ 20-07NOV19, Technical Assistance for the 9
Element Plan for the Greater Bonne Femme Watershed

Best and Final Offer Form #2 for RSQ 20-07NOV19, Technical Assistance for the 9
Element Plan for the Greater Bonne Femme Watershed

**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI**

RSQ NUMBER AND DESCRIPTION: **RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed**

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with Response Submission Information of RSQ 20-07NOV19 and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: Liz Palazzolo
**Liz Palazzolo, CPPO, C.P.M.
Senior Buyer**

Company Name: Geosyntec Consultants, Inc.

Address: 2009 East McCarty, Suite 1

Jefferson City, MO 65101

Telephone: 573-443-4100 Fax: _____

Federal Tax ID (or Social Security #): 59-2355134

Print Name: Matthew Bardol Title: Senior Principal

Signature:  Date: 11/12/19

Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*:

Matthew Bardol mbardol@geosyntec.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost

requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Validity of Proposal Response: Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

Cooperative Procurement: The offeror should indicate by checking “Yes” or “No” in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

Yes No

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI

RSQ NUMBER AND DESCRIPTION: ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed***

NOTE: All changes as a result of this BAFO request to existing text are noted in **BAFO #1 REVISIONS LIST**

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for a Statement of Qualifications document. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of ***RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed*** have been revised by the BAFO Request #1 as follows:

1. Paragraph 4.12 and sub-paragraphs 4.12.1 through 4.12.4 have been **ADDED** as follows:
 - 4.12 **Competitive Negotiation of Proposals:** The offeror is advised that under the provisions of this Request for a Statement of Qualifications, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
 - 4.12.1 Negotiations may be conducted in person, in writing, or by telephone.
 - 4.12.2 Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.12.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 4.12.4 The mandatory requirements of the RSQ must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

2. Paragraphs 4.13 through 4.13.4, and line item 4.13.5 have been **ADDED** as follows:

4.13 Evaluation and Award Process:

4.13.1 After determining that the proposal satisfies the mandatory requirements stated in RSQ 20-07NOV19, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. In addition to evaluating the offeror's qualifications, the offeror's distinctive plan for performing the requirements of the Scope of Work shall be subjectively evaluated and taken into consideration with an objective evaluation of the offeror's total project price.

4.13.2 Offeror's Qualifications: A subjective evaluation of the offeror's experience, expertise and reliability will be conducted, taking into consideration but not necessarily limited to evaluation of the relevant expertise of the offeror's key personnel assigned to perform Scope of Work tasks, as well as the offeror's organizational relevant interpretive experience conducting studies and projects similar to the 9-Element Plan for the Greater Bonne Femme Watershed Project.

4.13.3 Offeror's Proposed Method of Performance: A subjective evaluation of the offeror's proposed method of performing the Scope of Work will be conducted taking into consideration but not necessarily limited to the offeror's method of analytical approach, method of presenting results, and the timeline for presenting work product deliverables and the final report.

4.13.4 Cost Evaluation: An objective evaluation of the offeror's proposed total firm, fixed project price shall be conducted to complete the evaluation of proposals. The offeror must quote a total firm, fixed project price that includes all costs for performance of all Scope of Work tasks including the final project report and presentation to the Technical Advisory Team and Steering Committee on-site in Columbia, Missouri. The total price must include all costs including labor, support, materials, supplies, equipment, insurance, travel food and lodging necessary to complete the project as stated. The offeror must quote a total price in the space available that includes all Scope of Work tasks and deliverable as identified in paragraphs 2.1 through 2.8.2 of RSQ 20-07NOV19, and all other requirements therein:

4.13.5 \$ 73,030 Total, Firm Fixed Project Price.

Provide an itemization of the quoted total project price as quoted above:

Task	Labor: Identify Personnel Classification, Name, Hourly Price and Number of Hours Assigned to Complete Identified Task	All Other Non- Labor Costs Associated with the Identified Task	Sub-Total Price for Identified Task
Task 1: Stage/Discharge Rating Curves	See supplemental table 4.13.5, attached.		
Task 2: Current Loading and Load Reduction Calculations			
Task 3: Quality Assurance Project Plan (QAPP) Development			
Task 4: Watershed Modeling of Baseline			
Task 5: Watershed Modeling for Estimating Loading Reductions			
Task 6: Reporting			
Task 7: Project Coordination/Management			
Other Required Costs Not Identified Above			
Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.13.5)			\$73,030

3. **Attachment Three – Additional Background Information** has been **ADDED** and is incorporated into the RSQ.

- *End of Document*

Supplemental Table 4.13.5 - Itemization of the quoted total project price

	Labor Category	Senior Principal	Principal	Senior Profess.	Project Profess.	Project Profess.	Senior Staff	Staff	Admin.				
	Name	Matt Bardol	Adrienne Nemura	Nick Muenks	Rishab Mahajan	Cody Luebbering	Karoline Qasem	Ranjita Tiwari	Amy Wrather				
	Hourly Rates	\$245	\$225	\$204	\$182	\$182	\$139	\$119	\$65				
Task No	Task Description	Hours								Total Hours	Labor Cost	Non Labor Cost	Sub-Total Price for Identified Task
1	Stage/Discharge Rating Curves	0	0	2	0	15	0	15	1	32	\$4,988	\$877	\$5,865
2	Current Loading and Load Reduction Calculations	0	0	2	0	4	0	10	0	16	\$2,326	\$0	\$2,326
3	QAPP Development	3	3	3	26	0	0	0	0	35	\$6,754	\$0	\$6,754
4	Watershed Modeling of Baseline	6	0	0	34	0	210	0	0	250	\$36,848	\$0	\$36,848
5	Watershed Modeling for Estimating Loading Reductions	4	0	0	8	0	0	52	0	64	\$8,624	\$0	\$8,624
6	Reporting	6	0	0	15	0	0	40	0	61	\$8,960	\$0	\$8,960
7	Project Management	0	0	0	19	0	0	0	3	19	\$3,653	\$0	\$3,653
	Project Total	19	3	7	102	19	210	117	4	477	72,153	\$877	\$73,030



2009 E. McCarty, Suite 1
Jefferson City, Missouri 65101
PH 573.443.4100
www.geosyntec.com

November 6, 2019

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

Subject: Response to RSQ #: 20-07NOV19-“Technical Assistance for 9-Element Plan for the Greater Bonne Femme Watershed” by Geosyntec Consultants

Dear Ms. Palazzolo:

Boone County is currently in the process of developing a 9-element plan for the Great Bonne Femme Watershed (GBFW) to identify pollutant load sources and effectively protect the watershed by reducing pollutant loadings. Geosyntec Consultants (Geosyntec) is enthused about the opportunity to assist the County in this endeavor. Our Jefferson City staff have a long partnership with Boone County (County), the Cities of Columbia and Ashland, and the Missouri Department of Natural Resources (MDNR). Geosyntec is currently working for the County to diagnose the impact of multiple stressors on the aquatic macroinvertebrate community-level indicators for stream sites in Hinkson Creek, Boone County (Hinkson Creek Data Mining Project).

Our team brings three key benefits to this project. First, our expertise is local – we know and understand the issues in the GBFW. We have extensive experience with field data collection in Hinkson Creek; Foster and Fowler Creeks; Gans Creek; Northern Missouri watersheds; Kansas City; Poplar Bluff; Bentonville, Arkansas; and Blue Springs. The County can be confident that our results will reflect local conditions and decades of knowledge and that project resources are conserved for meeting your objectives.

Second, we have extensive experience in development of watershed plans throughout the Midwest and nationally. Geosyntec worked for Lake of the Ozarks Watershed Alliance (LOWA) to evaluate the effectiveness of Best Management Practices (BMPs) in improving water quality through monitoring and watershed modeling. Geosyntec has supported the Chicago Metropolitan Agency for Planning (CMAP) in the development of 9-element watershed plans for several watersheds in Northeastern Illinois such as Hickory Creek, Lower DuPage, Mill Creek, and Thorn Creek. We have also developed several watershed models to estimate pollutant loadings and applied the

Ms. Palazzolo
November 6, 2019
Page 2

models, after conducting appropriate sensitivity analyses, to evaluate effectiveness of BMPs to reduce pollutant loadings.

Third, Geosyntec has extensive experience in working collaboratively with MDNR staff on several projects for our clients. Most recently, our personnel worked closely with the MDNR staff during the review of Hinkson Creek Total Maximum Daily Load (TMDL).

We look forward to building on the successful partnership established during our review of the Hinkson Creek TMDL, the Hinkson Creek Urban BMP Retrofit, and the Hinkson Creek Aquatic Macroinvertebrate Data Mining projects. In this response, we are submitting our qualifications to provide technical support for the development of a 9-element watershed plan for the GBFW. Our focus is providing Boone County and their partners with exceptional service and cost-effective solutions by leveraging our unique local field monitoring expertise with support from our Midwest staff of watershed planning, monitoring, and modeling experts. Should you have any questions regarding our submittal, please call Nick Muenks at (573) 499-5447.

Sincerely,



Nick Muenks, HTIII
Senior Scientist



Matt Bardol, PE, CFM, CPESC, D.WRE
Senior Principal

Attachment: Statement of Qualifications for Technical Assistance for 9-Element Plan for the Greater Bonne Femme Watershed

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Appendices

Appendix A – Geosyntec Consultants, Inc. – Officers and Directors

Appendix B – Vendor Statement of Qualifications Response Page

Appendix C – Resumes

Appendix D – Registration and Licensing and Insurance Certificates

Appendix E – Required Forms: 1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions; 2) Certification Regarding Lobbying; and 3) Work Authorization Certification and Geosyntec’s E-Verify Memorandum of Understanding

Section 1 – Introduction

Boone County, Missouri, hereinafter referred to as the County, is embarking on developing a 9-element watershed plan for the Greater Bonne Femme Watershed (GBFW). The GBFW is comprised of 92.4 square miles of mixed-land use including: row cropping, livestock, residential development, and recreation. The GBFW is located between the rapidly developing cities of Ashland (south) and Columbia, Missouri (north), where population growth over the last 10 years has increased 40%.

The Bonne Femme and Little Bonne Femme Creeks, along with their tributaries - Bass Creek, Turkey Creek, Fox Hollow Branch, Smith Branch, Devil's Icebox Branch, Gans Creek, Clear Creek, and Mayhan Creek - are the focus of the GBFW. The watershed contains sensitive karst habitats, Outstanding State Resources, and losing stream hydrology that are vulnerable to water quality degradation. Consequently, land-use and management practices have significant impacts on these unique ecosystems. Threats to these ecosystems include: riparian area deforestation, failing on-site sewage systems, nutrients, pesticides, sediment in stormwater runoff from commercial and residential sites, and animal waste in stormwater runoff or directly discharged to GBFW streams.

The GBFW streams have expressed elevated levels of microbial contamination as measured by *Escherichia coli* (*E. coli*) bacteria. *E. coli* levels have exceeded the recreational season (April 1 through October 31) geometric mean standards for whole body contact (WBC) "A" (126 colony forming units per 100 milliliters, cfu/100 mL) and WBC "B" (206 cfu/100 mL). **Table 1** details the Missouri Department of Natural Resources (MoDNR) 2018 303(d) List for GBFW streams and the role of nonpoint sources (NPS).

TABLE 1. GBFW Whole Body Contact 303(d) Listed Stream Segments.

Waterbody	Identification #	Class	Listing Year	Impaired Size (miles)	Impaired Use	Pollutant Source
Little Bonne Femme Creek	1003	P	2012	9.0	WBC-B	Unknown
Gans Creek	1004	C	2012	5.5	WBC-A	Rural NPS
Bonne Femme Creek	0753	C	2012	7.0	WBC-B	Rural NPS
Bonne Femme Creek	0750	P	2006	7.8	WBC-A	Rural NPS
Turkey Creek	0751	C	2012	6.3	WBC-A	Unknown
Bass Creek	0752	C	2012	4.4	WBC-A	Rural NPS

A general watershed plan for the GBFW was completed in 2007 and was approved by the County, the City of Columbia, and the City of Ashland. The 2007 plan provided goals and recommendations to preserve sensitive ecosystems, promote best management practices (BMPs), and maintain water quality while sponsoring economic development. This plan has led to changes in the watershed; however, a more prescriptive 9-element watershed plan is needed to effectively protect the watershed and reduce pollutant (bacteria) loading to GBFW streams.

1.1. How Boone County Benefits from Selecting Geosyntec

Geosyntec is intimately familiar with the GBFW. Proposed personnel have conducted surveys, water quality data collection, and water quality monitoring in the GBFW and surrounding area streams. We have selected a team with the expertise to deliver exceptional quality and value to support the County's watershed planning efforts as described below.

Geosyntec's approach to complex water resource issues is to routinely engage decision-makers throughout the project to gain consensus and build working relationships that benefit our clients. Geosyntec worked with the Lake of the Ozarks Watershed Alliance (LOWA) and MoDNR to develop a STEPL model and conduct monitoring for a watershed plan prepared by LOWA staff. Geosyntec is currently assisting Missouri American Water work through a very unique permitting issue with MoDNR's permitting, water quality standards, and modeling staff. Geosyntec worked closely with the Massachusetts Department of Environmental Protection to develop an innovative web-based watershed planning tool that is available to the public for creating 9-element watershed plans. These successful examples of collaboration with state agencies demonstrate how the County will benefit as Geosyntec works closely with the County and MoDNR on this project.



Geosyntec led the development and implementation of a stormwater master plan for the University of Missouri.

Geosyntec is well suited to assist the County and MoDNR in efficiently refining the critical areas and proposing BMPs. Geosyntec worked with the County in the nearby Hinkson Creek watershed, monitoring and reporting on implemented BMPs as part of an MoDNR 319 watershed implementation monitoring project. Geosyntec installed and maintained monitoring (flow, water quality, soils, weather) equipment at rain gardens, step-pool conveyance, retention basins, and smaller catchment level watersheds of Hinkson and Bear Creeks. Our staff are engaged in the Collaborative Adaptive Management (CAM) workgroup for the Hinkson and assist in supporting their efforts related to the Hinkson Creek. Working closely with County in these efforts gives our team a unique insight into the water quality issues facing Boone County now and into the future such as rapid urban development and large land use conversion (e.g. Columbia Regional Airport). **Understanding these challenges allows our team to provide the County with a well-developed approach to completing the requested scope of work.**

Geosyntec also has extensive experience in watershed and BMP modeling which will **provide confidence in the estimates of pollutant reductions for proposed BMPs in the GBFW.** We co-manage the international urban stormwater, agricultural runoff, and stream restoration BMP databases which involves routine statistical evaluations of BMP performance. We have also developed various modeling tools in collaboration with our clients. For example, Geosyntec developed a watershed model and BMP optimization framework (considering performance and cost) for the Mill Creek watershed in Illinois. We improved existing watershed and instream models and conducted sensitivity analyses so that the model can be applied to update a

watershed implementation plan for the Fox River in Illinois.

Geosyntec has proven experience safely collecting high flow measurements for stage-discharge curves that will be the foundation of the Load Duration Curves (LDCs) for the GBFW. We conducted flow measurements and developed LDCs for numerous northern Missouri streams and the Missouri and Mississippi Rivers for numerous clients. Our close proximity to the County, along with the proven ability to respond rapidly to precipitation events at nights or on the weekend provides assurance that high stream flows will be captured (if they occur).

Finally, Geosyntec is experienced in developing the documents required for federal grants for watershed planning. **This experience will result in stream-lined documents that the County can submit with minimal editing.** Examples include Quality Assurance Project Plans (QAPP) for a watershed assessment, including an *E. coli* model for nearshore Lake Erie in Lorain, Ohio, and a CORMIX modeling QAPP for the Missouri American Water outfall relocation project (reviewed and approved by MoDNR). We have submitted quarterly and final progress reports for a number of watershed planning projects.

Section 2 – Company History/Business Information

2.1 Description of Geosyntec Consultants, Inc.

Geosyntec Consultants is an employee-owned consulting firm with engineers, geologists, environmental scientists, and other technical and project staff based in offices throughout the United States and at select locations in Australia, Canada, Ireland, and the United Kingdom. We address new ventures and complex problems involving our environment, natural resources, and civil infrastructure. With over 1,300 professionals, we are known for our high-value services, first-to-field deployment of emerging technologies, and innovative solutions.



With more than 80 offices across the country, Geosyntec brings a national perspective to local environmental management and watershed issues.

The Jefferson City, Missouri and Midwest Geosyntec offices are staffed by professionals specifically experienced in watershed planning and management, Clean Water Act (CWA) policies and regulations, water quality and aquatic

life data analysis and modeling, and stormwater management for urban and agriculture land uses. The local office has access to environmental professionals and leading experts in environmental technologies and emerging contaminants across the United States.

For 30 years, we have grown by applying sustainability principles to projects involving water and natural resources assessment and restoration; environmental contamination studies and remediation; compliance management of air emissions, wastewater discharges, and waste disposal; and engineering and design of environmental, water resources, and civil infrastructures. We hold a unique position in the consulting and engineering marketplace by combining innovative technology and practice leadership with exceptional client service and project delivery excellence. Our services and solutions are highly valued and sought after by our clients.

Firm Name	Geosyntec Consultants, Inc.	
Address of Company Headquarters	900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	
Addresses of Missouri Offices (established July 8, 2008)	2009 E. McCarty, Suite 1 Jefferson City, MO 65101	1 McBride and Son Center Drive, Suite 202 Chesterfield, MO 63005
Date Firm Established	December 1, 1983	
Business Organization	Corporation, 100% Employee Owned FEIN 59-2355134 DUNS 122492390	
Owners, Principals, Partners, Professional Employees	See Appendix A for a listing of our Officers and Directors. Geosyntec has 1,300+ employees.	

The Vendor Statement of Qualifications Response Page is included in **Appendix B**.

2.2 Specialized Experience

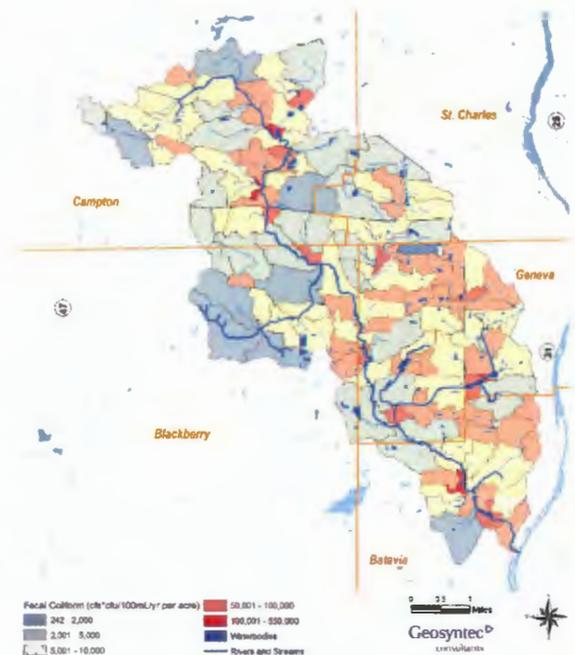
At the center of Geosyntec's water and natural resources practice is a collaborative group of nationally recognized scientists and engineers dedicated to achieving the balance between the built and natural environments. Their practice specialties represent a diverse array of disciplines, including engineering, geomorphology, ecology, biology, statistics, construction management, and computer science. These practitioners are at the forefront of policy analyses, regulatory compliance, and technology applications that promote sustainable water resources management and ecosystem restoration. With our strong local water resources presence in Jefferson City and the Midwest, we can efficiently and effectively respond to the robust needs of the County and its partners.

2.2.1 Geosyntec's Background in Watershed-Based Planning

Our team draws from offices with diverse perspectives and includes professionals with expertise in watershed planning and management, CWA policies and regulations, water quality and aquatic life data analysis and modeling, and stormwater management for urban and agriculture land uses. We have successfully served a diverse array of clients in their watershed planning and implementation needs both locally and nationally.

Geosyntec has extensive watershed-based planning experience in Missouri, Illinois and nationally. We have worked with and developed lasting relationships with the Missouri Department of Natural Resources, U.S. Environmental Protection Agency (EPA), LOWA, and many other local watershed groups and municipalities. We are well versed in:

- Working with clients and regulatory agencies on modeling projects
- Inventorying resources and assessing overall conditions in the watershed
- Evaluating critical areas and assessing BMP performance with various tools
- Measuring stage-discharge in rivers and streams
- Developing comprehensive, multi-jurisdictional watershed management plans



Model showing areas of high bacterial loading for an update of the Mill Creek, IL watershed plan. An optimization tool was developed to link model results with BMP costs and efficiencies.

2.2.2 Geosyntec's Proximity to and Familiarity with the Project Area

Geosyntec's Jefferson City, Missouri office is less than 25 miles from the GBFW. We have an inherent familiarity with the GBFW that others can't match. The Project Manager and discharge/rating curve staff are located just minutes away from the GBFW and are equipped to respond rapidly to high flow conditions of Bonne Femme Creek, Little Bonne Femme Creek, and Turkey Creek. For many years we have provided the County, the Cities of Columbia and Ashland, and the University of Missouri with a variety of services related to water quality, stormwater master planning, and regulatory guidance.

Geosyntec is comprised of scientists and engineers who know and understand the issues facing GBFW.

Section 3 – Geosyntec Staff Information

3.1 The Geosyntec Project Team

The Geosyntec project team has been assembled to provide the County with strong coordination by local individuals with an established record of performance, exceptional technical leadership, expert project planning, and financial management. Geosyntec's project manager is located in Jefferson City which provides the County and its partners prompt and cost-effective access to our team for project meetings.



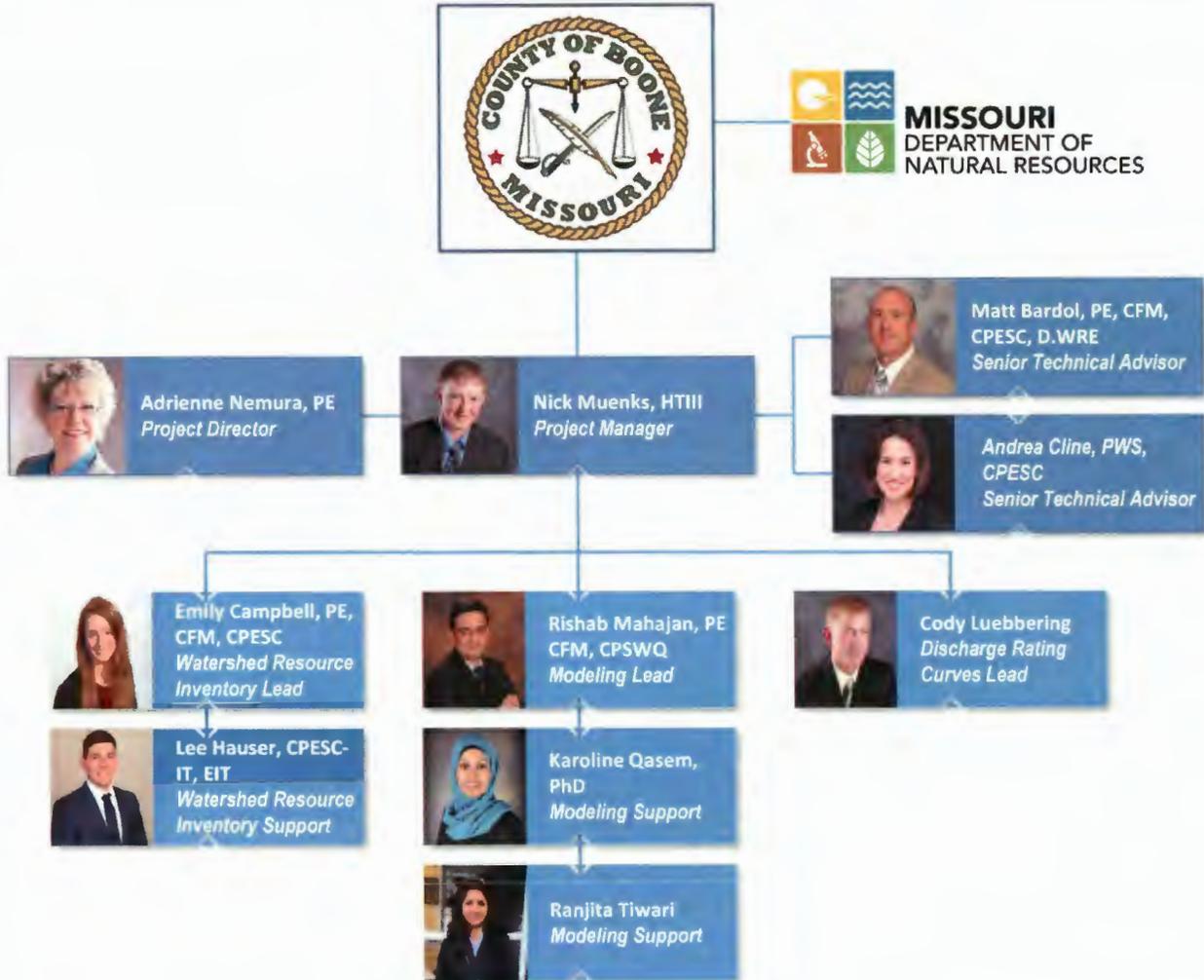
The proposed project organization chart is below. This team brings local and national experts together to successfully complete the County's GBFW 9-element plan. Nick Muenks will serve as project manager and will make available the resources needed to successfully implement the project. Nick will have the ultimate accountability to, and be the primary point of contact for, the County and its partners. Our project team will be supported by key subject matter specialists and national practice leaders. All individuals included in the project team have available workload capacity to respond to project needs.

As a provider of professional engineering and water quality services, we realize that we are only as good as our people. This, however, is the primary strength of Geosyntec. We are a cohesive group of environmental professionals that are experts in their area of service and committed to serving our clients. Our staff possess a wealth of technical expertise (via experience and education) in the following key areas that are essential to providing quality environmental planning services: aquatic chemistry, biology, fisheries and wildlife, statistics, watershed modeling, environmental engineering, geology/hydrogeology, database management, communication, and reporting. It is our ability to bring these various disciplines and perspectives to bear on an environmental issue, in addition to our strong work ethic and intimate knowledge of the regulatory process that allows us to provide outstanding service for our clients.



Geosyntec conducting urban stream aquatic macroinvertebrate assessments in Kansas City, Missouri.

Proposed Project Organization



3.1.1 Proposed Project Team Members and Experience

Brief biographies of the individuals assigned to various roles are presented below. Resumes for these individuals and related work histories are presented in **Appendix C**.

Adrienne Nemura, P.E. – Project Director



Adrienne will work with the County to meet the project’s goals and objectives. She has 34 years of experience in CWA administration including water quality monitoring and modeling and Section 208 planning for dischargers. Adrienne spent nine years at the Metropolitan Washington Council of Governments conducting regional wastewater and water quality planning for 18 local governments. In consulting, she has led the water quality assessments for more than 30 implementation plans, critically reviewed models and total maximum daily loads (TMDLs) and assisted national organizations with getting EPA to propose its landmark *Integrated Municipal Stormwater and Wastewater Planning Approach Framework*.

Nick Muenks – Project Manager



Nick has 18 years of experience addressing a diverse range of water quality issues for municipal, utility, and industrial clients throughout Missouri and the Midwest. Project experience includes characterizing water quality, quantity, and BMPs in the Hinkson Creek, Perche Creek, Gans Creek, and watersheds surrounding the GBFW. He currently manages water quality, biological, and hydrologic data collection efforts to address the complex interactions of surface waters with their surrounding environments. Projects have included the assessment of beneficial use attainability, development of site-specific water quality criteria (e.g., metals, dissolved oxygen), impacts from contaminated sediments and stormwater runoff, stormwater BMP evaluation, and evaluation of the impacts of hydrologic modifications on aquatic communities.

Matt Bardol, P.E., CFM, CPESC, D.WRE – Senior Technical Advisor



Matt has diverse environmental and water resource engineering experience, providing a breadth of technical expertise to address the most complex water resource situations with innovative solutions. Matt listens to his client's needs and draws upon his experience as a military engineer and program manager of major stormwater infrastructure projects across the US to provide high value solutions for his clients. Matt's diversity is demonstrated by his broad project experience, which encompasses local watershed-based plans, water quality modeling, detailed design, flood control, obtaining permits, and preparing comprehensive studies for both traditional and sustainable green infrastructure.

Andrea Cline, PWS, CPESC – Senior Technical Advisor



Andrea specializes in watershed planning and implementation, environmental permitting and compliance, green infrastructure, wetland delineation and permitting, and soil erosion and sediment control design and compliance. Andrea has led watershed-based plans for clients and served as a staff liaison for three watershed groups. Over the course of her career, Andrea has successfully secured grant funding from local, state, and federal agencies for planning and implementation projects and has overseen grant programs for plan implementation.

Rishab Mahajan, PE, CFM, CPSWQ – Modeling Lead



Rishab is a water resources engineer principally involved in watershed and water quality modeling with a focus on watershed planning, regulatory permits and requirements, stormwater management, surface water system assessments, TMDL development and implementation, and nutrient criteria limit development. He has 10 years of experience developing, calibrating, and applying watershed and water quality models. Rishab has managed the modeling work for the Fox River and Mill Creek watersheds in Illinois and the water quality models Geosyntec is working on in Missouri.

Karoline Qasem, Ph.D. – Modeling Support



Karoline is a water resources professional primarily focused on water quality, watershed, and hydrodynamic modeling with an emphasis on regulatory permits and requirements, surface water system assessments, and nutrient criteria development. Her Ph.D. focused on modeling stream metabolism and dissolved oxygen in the DuPage watershed streams in Illinois. She was the technical lead and assistant project manager for the Mill Creek watershed model, and the task manager for the update of 33 watershed models for the Fox River in Illinois.

Ranjita Tiwari – Modeling Support



Ranjita graduated from the University of Illinois at Chicago where she conducted research on stormwater management with implementation of low impact development (LID). She used EPA SWMM to model LID and carried out rainfall runoff analysis using real-time precipitation. She has experience with industry-specific software, such as ArcGIS, EPA SWMM and AutoCAD. Ranjita's current responsibilities include BMP design, sediment and erosion control design, drafting of reports and technical documents, and GIS maps and figures.

Emily Campbell, P.E., CPESC – Watershed Resource Inventory Lead



Emily is a water resources engineer with five years of engineering experience, including stormwater management, wetlands, and wastewater treatment design. She has worked on a variety of projects, including data analysis and hydraulic modeling projects. She is proficient in the use of ArcGIS for spatial data analysis and Autodesk Civil 3D as a tool in hydraulic modeling. Emily led an extensive riverine restoration project for the City of Lima, Ohio and assisted with the Fox River modeling, watershed management plan development in New Hampshire, and stormwater master planning in Chicago.

Lee Hauser, EIT, CPESC-IT – Watershed Resource Inventory



Lee has experience in integrated modeling and stormwater planning and design. He has assisted in building hydrologic and hydraulic models to identify and analyze issues pertaining to stormwater flooding and using GIS and computer-aided design (CAD) to provide conceptual images of potential solutions. Lee has provided green infrastructure design calculations and performance criteria analysis and design and engineering support services for construction of BMPs.

Cody Luebbering, - Discharge Rating Curves Lead



Cody has 12+ years of experience performing BMP and water quantity monitoring and CWA services for local, state, and federal agencies and private sector clients. He has performed watershed evaluations in Missouri including conducting and training volunteers to collect water quality data and lake samples, measure discharge of rivers and streams, and evaluate stream habitats. Cody is an active member in the Hinkson Creek CAM and LOWA. He's been involved in projects surrounding the GBFW characterizing water quality, quantity, and BMPs.

A summary of key personnel expertise is provided in the following table.

Geosyntec Project Team Name/Role	Years of Experience	Development of Watershed Plan	Resource Inventory and Watershed Assessment	Watershed and Water Quality Modeling	Evaluation of Best Management Practices	Discharge and Stage Measurements
Adrienne Nemura, P.E. Project Director	33	●	●	●	●	
Nick Muenks Project Manager	18	●	●		●	●
Matt Bardol, P.E. Senior Technical Advisor	23	●	●	●	●	
Andrea Cline, CPESC Senior Technical Advisor	16	●	●	●	●	
Rishab Mahajan, P.E. Modeling Lead	10	●	●	●	●	
Karoline Qasem, Ph. D. Modeling Support	2	●	●	●	●	
Ranjita Tiwari Modeling Support	2		●	●	●	
Emily Campbell, P.E. Inventory Lead	5	●	●	●	●	
Lee Hauser, EIT Inventory	4	●	●	●	●	
Cody Luebbering Discharge/Stage	13	●			●	●

3.2. Capacity of Geosyntec to Perform the Work Required

The Geosyntec project team described above has the capacity and specialized experience to perform the work required for the GBFW project within the established timeline. The team's understanding of the GBFW, land uses, and pollution challenges provide a well-balanced approach to efficiently complete the requested scope. Resumes of the project team's qualifications and experience are provided in **Appendix C**.

Key Personnel Availability

Key Personnel Availability	Office Location	Project Role	Next 12 Months
Adrienne Nemura	Cleveland, OH	Project Director	15%
Nick Muenks	Jefferson City, MO	Project Manager	25%
Matt Bardol	Oak Brook, IL	Senior Technical Advisor	15%
Andrea Cline	Oak Brook, IL	Senior Technical Advisor	25%
Rishab Mahajan	Oak Brook, IL	Modeling Lead	25%
Karoline Qasem	Oak Brook, IL	Modeling Support	50%
Ranjita Tiwari	Chicago, IL	Modeling Support	50%
Emily Campbell	Oak Brook, IL	Resource Inventory Lead	25%
Lee Hauser	Chicago, IL	Resource Inventory	50%
Cody Luebbering	Jefferson City, MO	Discharge Rating Curves Lead	30%

Section 4 – Registration, Licensing/Insurance, Required Forms

4.1 Registration and Licensing

Geosyntec is licensed as an Engineering Corporation and is authorized to perform work in the state of Missouri (licensee number 2008019742, expiration date 12/31/2020). We are in good standing with the Missouri Secretary of State. See **Appendix D** for our current license and certification.

4.2 Insurance Requirements

Geosyntec reviewed the insurance requirements and will comply with the stated insurance requirements without the need to purchase additional insurance.

A sample insurance certificate presenting Geosyntec's policies and coverage limits is included in **Appendix D**. Geosyntec will provide Boone County with insurance certificates (evidence of insurance) that demonstrates the agreed upon coverages, limits, and amendments, and includes Boone County as an additional insured per the Request for Statement of Qualifications (RSQ).

4.3 Required Forms

Geosyntec has completed and signed Boone County's required forms which are included in **Appendix E**:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
- Certification Regarding Lobbying
- Work Authorization Certification
- Geosyntec's E-Verify Memorandum of Understanding

Section 5 – Work History

5.1 Relevant Project Experience

Geosyntec has extensive qualifications and experience to achieve the County's goals and objectives for the GBFW. Our Jefferson City office serves a robust municipal client base in Missouri including the Cities of Columbia, Sikeston, Poplar Bluff, and Boonville, and the Metropolitan St. Louis Sewer District. Below is a list of government and business clients in Missouri for which Geosyntec's Jefferson City office has or is conducting work in the past two years.

Recent and Ongoing Projects	Years	Nature of Work
Boone County Resource Management	2019 – present	Aquatic Biological Data Analysis, Water Quality Impairment Evaluation
City of Columbia Wastewater	2008 - Present	Wastewater Treatment Plant NPDES Permit Compliance, Integrated Management Plan
City of Columbia Power Plant	2010 - Present	NPDES Permit Compliance, Metals Effluent Limits Special Studies
City of Columbia Water and Light	2015 - Present	Missouri River Residuals Discharge Modeling and Regulatory Support, Water Treatment Plant DNA Sequencing
City of Mount Vernon	2016 - 2018	Wastewater Treatment Plant NPDES Permitting, Metals Compliance & Pretreatment Program Support
City of Poplar Bluff	2016 – 2017	Wastewater Treatment Plant NPDES Permitting/Antidegradation Study
Sikeston BMU	2017 - Present	Wastewater Treatment Plant NPDES Permitting and Metals Compliance Stream Studies
City of Boonville	2017 - Present	Drinking Water and Wastewater Treatment Plant NPDES Permitting and Pretreatment Program Support
Semo Port	2018 - Present	Wastewater Treatment Plant NPDES Permitting/Antidegradation Study
Metropolitan St. Louis Sewer District	2008 - Present	Water Quality Monitoring on Stream and Rivers, Regulatory Support, Trend Analysis

The Jefferson City office also supports Geosyntec's work across the country. In Section 5.4 we list additional representative projects for municipal, governmental and business clients. Project descriptions highlighting Geosyntec's experience with watershed planning, water quality modeling, and discharge/stage data collection are provided below.

As provided in relevant project experience and associated project descriptions, Geosyntec has performed similar work envisioned for the County's GBFW 9-element plan not only for private sector clients but also for academic institutions such as University of Missouri and local non-for profits such as LOWA. Descriptions of projects of similar scope are provided below as requested in the RSQ.

Jelkes Creek Fox River Watershed Plan, Kane, McHenry, and Cook Counties, Illinois

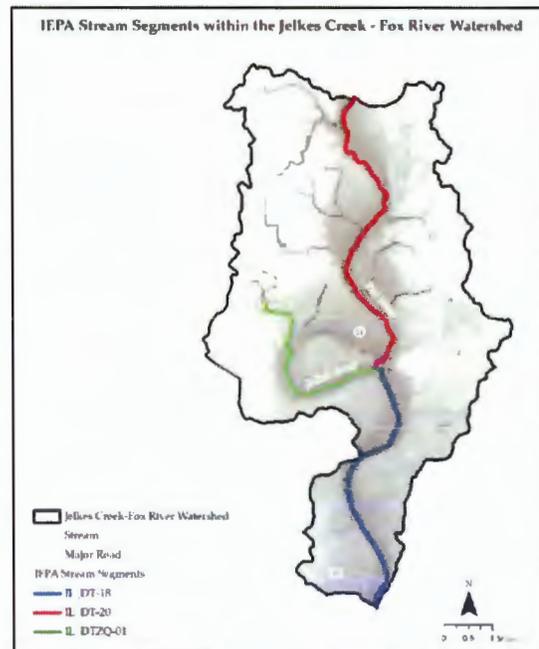


Carpentersville Dam across the Fox River

In 2010, the Kane-DuPage Soil and Water Conservation District (KDSWCD) was awarded an Illinois Environmental Protection Agency (Illinois EPA) Section 319 Grant to fund the development of the Jelkes Creek-Fox River Watershed Plan and Nonpoint Source Pollution Education Initiative. Since watershed plans had been completed for adjacent watersheds; this would encourage a contiguous effort toward promoting water quality in northern Illinois. The grant encompassed a two and a half year schedule that included the gathering of local residents and stakeholders to attend monthly meetings and guide the planning efforts. The main

objectives of this project were to create a living watershed plan backed by local stakeholders; educate the public within the watershed and surrounding watersheds; and form a coalition of people to drive the initiative forward.

Geosyntec collected and summarized existing watershed information to develop a detailed existing conditions watershed characterization. **We estimated current and future loading and load reductions needed at a subwatershed level. We prioritized the subwatersheds in which implementation of site-specific BMPs and restoration efforts would be most beneficial.** Recommendations included stream habitat restoration, urban stormwater management retrofits, agricultural BMPs, and wastewater treatment plant improvements. We compiled policies and strategies that offered further protection to Jelkes Creek-Fox River watershed and identified regional standards and guidelines for sustainable development practices, including opportunities to improve local storm water-related ordinances.



Geosyntec facilitated successful coordination between watershed stakeholders and the KDSWCD and incorporated input into the plan and **developed a partially calibrated pollutant runoff model by incorporating measured soil runoff parameters at distributed locations through the watershed.**

Lake Water Quality Monitoring and Assessment, Lake of the Ozarks, Missouri

Growing population and tourism around the Lake of the Ozarks, along with occasional beach closings due to elevated bacteria levels, have caused local businesses, residents, and state officials to further investigate the water quality of the lake. A local volunteer organization, LOWA, received a CWA Section 319 Grant in 2011. Funded by EPA and implemented through the MoDNR, the grant's overall goal was to reduce nonpoint source discharges into the lake. **The objectives of this study were to monitor LOWA's Low Impact Landscapes (LILs) and septic tank pump out program effectiveness, evaluate effects of on-site wastewater systems and LILs on water quality through monitoring and STEPL modeling, and compare water quality within coves serviced by different wastewater treatment systems.**



Geosyntec worked with volunteers to establish a successful water quality monitoring program.

LOWA retained Geosyntec to develop and conduct a water quality investigation to monitor the success of the project which is titled "*LOWA LILs for a Healthy Lake Project*". Geosyntec designed a three-year monitoring project targeting the more densely populated areas of the lake. Nine coves were assigned to one of three experimental units (EU) based on the current type of wastewater treatment systems in each cove. EUs were designated as being serviced by private on-site systems, regional sewer district systems, or reference (undeveloped). Data from this study were used to evaluate the current and potential inputs from a variety of wastewater treatment systems and the magnitude of water quality effects on selected coves.

For 20 weeks during the 2011 and 2014 recreational seasons, Geosyntec and LOWA volunteers collected weekly samples for total nitrogen (TN) and total phosphorus (TP), total suspended solids (TSS), *E. coli*, and Secchi transparency (ST) from designated coves. Volunteers collected nearly 1,500 samples for *E. coli*, and 400 samples for TN, TP, and TSS during the study. In-situ water quality and fluorometric data were collected to compare water quality characteristics in each cove and to detect the presence of optical brighteners, an indicator of wastewater effluent.

Geosyntec and LOWA volunteers successfully completed the monitoring efforts for the project. LOWA volunteers demonstrated that with proper training, they can provide effective and dependable monitoring services in a consistent, professional, and safe manner. Geosyntec completed quality control and assurance reviews of sampling and laboratory results to support the use of volunteers in this effort. Geosyntec and LOWA have provided data to support the hypothesis that water quality differences in coves serviced by different wastewater treatment systems could be detected using in-lake monitoring techniques. The study demonstrated that coves serviced by private on-site wastewater systems had statistically significant higher *E. coli* levels than other coves evaluated during the study.

Watershed Plan Development for the Hickory Creek Watershed, Will County, Illinois

The Chicago Metropolitan Agency for Planning (CMAP) requested services to develop a watershed-based plan to protect and restore Hickory Creek and its tributaries. The primary objective was to meet EPA's 9 elements, with emphasis on vision, policy, and short-term implementation. The entire planning process was performed with support and input from CMAP and the Hickory Creek Watershed Planning Group (HCWPG). The HCWPG is a consortium of municipalities, resource agencies, environmental advocates, and other stakeholders. It was formed in 2008 to guide the development of strategies to protect and restore the creek and tributaries, which have been referred to as the "gem" of the Des Plaines River system, from increased pressure from urbanization. Sources of impairment identified in the Illinois 303(d) list were municipal point source discharges, combined sewer overflows, urban runoff, channelization, impacts from hydrostructure flow modification, and site clearance.



Geosyntec developed a watershed-based plan to protect and restore Hickory Creek, considered to be the "gem" of the Des Plaines River system.

Geosyntec was responsible for developing the plan in collaboration with the HCWPG, CMAP, and our other project team members. Several major subtasks comprised the development of the watershed plan. **Geosyntec collected and summarized existing watershed information to develop a detailed existing conditions watershed characterization as part of the Watershed Resource Inventory (WRI). This information, along with input from the stakeholders and a strategic watershed reconnaissance, was used to estimate current and future loading and load reductions needed at a subwatershed level. Based on the findings from the WRI, the watershed reconnaissance, and current and future pollutant loading analyses, Geosyntec prioritized the subwatersheds where site-specific BMPs and restoration efforts would be most beneficial.** Recommendations included stream habitat restoration, urban stormwater management retrofits, agricultural BMPs, and wastewater treatment plant upgrades.

Additionally, we compiled policies and strategies that offered further protection to Hickory Creek and identified regional standards and guidelines. The Geosyntec team also developed a clear description of a network of green infrastructure within the watershed. Development of a strong public education and outreach program was a key component of effective watershed plan development. Watershed management indicators were established and used to track progress toward the achievement of the goals and objectives established during the planning process.

The Hickory Creek Watershed Plan was developed with the goal of meeting EPA's nine minimum elements for projects funded under Section 319 of the CWA. In collaboration with CMAP and HCWPG, **Geosyntec developed a plan with implementable recommendations that have the potential of being funded by additional Section 319 funding.**

Mill Creek Watershed Planning Support, Northeastern Illinois

CMAP is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. As part of CMAP's Areawide Water Quality Planning role, the agency serves as a regional watershed coordinator and leads one or more watershed planning processes at any given time in the northeastern Illinois region. CMAP works directly with local stakeholders to develop watershed plans that are eligible for CWA Section 319 grant funding for nonpoint source pollution control projects.

Mill Creek is a 15-mile tributary of the Fox River that drains an area of 31 square miles in Kane County, Illinois. CMAP is currently developing a watershed plan for the Mill Creek watershed, which is supported by a CWA Section 604(b) planning grant from the Illinois Environmental Protection Agency. The purpose of the plan is to develop project recommendations to improve water quality in the Mill Creek.

CMAP hired Geosyntec to perform watershed modeling to support development of the Mill Creek watershed plan. Geosyntec updated an existing Hydrologic Simulation Program Fortran (HSPF) model and evaluated the performance of stormwater BMPs and other controls, allowing users to compare the predicted water quality improvements on different time scales (specific storms, low flows, etc.). The updated model was used to support development of a watershed-based plan for nutrients and sediments.

Geosyntec increased the Mill Creek Watershed delineation from 10 to 129 subwatersheds to improve forecasting of BMP effectiveness and calibrated the model to flow and water quality data. The updated model provides a more accurate estimate of pollutant loads as compared to data than prior modeling efforts. Geosyntec also developed a BMP prioritization framework to optimize the least-cost mix of BMP types, locations, and sizes to meet the targeted load reductions of nutrients and other pollutants. This effort leveraged our firm's development of the National Cooperative Highway Research Program spreadsheet tool for estimating performance of stormwater BMPs.



Geosyntec increased the Mill Creek model delineation from 10 to 129 watersheds to improve forecasting of BMP effectiveness.

Integrated Stormwater Master Planning Services, University of Missouri

The University of Missouri maintains a Joint Stormwater Management Program (SWMP) with the City of Columbia and Boone County. To enhance compliance with municipal separate storm sewer system (MS4) requirements and to initiate development of an Integrated Stormwater Master Plan, the university retained Geosyntec to develop new BMP recommendations to satisfy



Geosyntec worked with the University of Missouri to develop an Integrated Stormwater Master Plan to help with long-term development goals.

the fifth minimum control measure, MCM 5, "Post-Construction Stormwater Management in New Development and Redevelopment."

Geosyntec developed an initial Integrated Stormwater Master Plan and prepared a portion of the SWMP to satisfy current and anticipated future regulatory requirements. We guided the university through the planning process using a phased approach with the flexibility to meet the budget and expectations. Throughout each phase, Geosyntec worked with the

university team to identify potential opportunities for student and faculty involvement to fill critical data gaps and conduct special studies to aid in the stormwater management and master planning processes.

In addition to fulfilling the regulatory MCM 5 requirement, we provided the university with a long-term approach for management of campus stormwater runoff. This master planning approach provided the foundation for the allocation of resources to achieve prioritized objectives that support campus master planning and project implementation, including optimizing the use of a combination of regional and on-site stormwater solutions on a watershed basis.

Over the course of the project, Geosyntec reviewed existing and readily available GIS information related to the university's existing stormwater infrastructure, design standards, and campus master planning efforts. We also evaluated potential impacts of 2012 Missouri Water Quality Standards Regulation Revisions and National Stormwater Rulemaking on the university's SWMP and Master Plan. Geosyntec and the university team developed a guidance document of stormwater BMPs to control stormwater runoff quantity and quality from new development and redevelopment projects on the campus. We reviewed the stormwater design criteria, such as stormwater modeling approaches and design storms. Geosyntec also developed the initial Integrated Stormwater Master Plan with stakeholder involvement. **We identified problem areas and opportunities, developed an uncalibrated stormwater management model, and evaluated alternatives for priority subwatersheds using GIS.**

This project provided the University of Missouri with an initial Integrated Stormwater Master Plan with emphasis on cost-effective optimization of capital investments and consideration of campus water resources needs that will also meet the required MCM. The plan serves as a vital component of the university's long-range development plans that will lead them well into the 21st century using state-of-the-practice stormwater standards.

Watershed Plan Update for the Thorn Creek Watershed, Cook and Will Counties, Illinois



CMAQ requested services to assist in the development of an **update to the watershed based plan for Thorn Creek prepared by CMAQ in 2005**. The plan update was developed at the request of the Illinois EPA. **Specifically, the agency requested that the plan include a watershed-wide summary of BMPs recommended for implementation for the watershed. The project also included updates to the existing condition nonpoint pollutant loading estimates.**

Geosyntec was responsible for performing the technical evaluation for the watershed plan update. At the onset of the project, Geosyntec used preliminary 2010 land use data developed by CMAQ to update the existing condition nonpoint pollutant loading estimates for the watershed. Geosyntec then identified a preferred suite of BMPs (e.g., bioretention areas, extended detention basins, etc.) to be evaluated for inclusion within the watershed analysis. **For each BMP type, Geosyntec validated the appropriate pollutant removal efficiencies of the practice based on current literature and other sources. Using the experience of its staff in designing BMPs and developing BMP design guidance documents, Geosyntec compiled appropriate criteria for BMP designs at the site scale that were then extrapolated to the implementation of BMPs at the subwatershed and watershed scales. Geosyntec then summarized the total extent of the recommended BMPs (e.g., total acres of recommended bioretention areas, etc.) and the total estimated pollutant load reductions at the watershed scale. Cost estimates were also developed for the recommended BMPs.**

In addition to the evaluation described above, Geosyntec performed a strategic watershed assessment to **evaluate other types of watershed improvement projects identified in the 2005 plan, such as opportunities for buffer establishment in agricultural areas and streambank stabilization. This assessment included a desktop analysis using GIS and recent aerial imagery and a field assessment. The results of the desktop analysis and field assessment were compiled in the project GIS and were extrapolated to develop watershed-wide estimates for the total extent of each type of watershed opportunity (e.g., total streambank length requiring stabilization, etc.). In collaboration with CMAQ, Geosyntec developed a plan with implementable recommendations that have the potential of being funded by Section 319 funding.**

Watershed Monitoring and Assessment of Northern Missouri Watersheds



Geosyntec developed an extensive stream, lake, and terrace segment water quality and hydrologic dataset containing the results from a 5-year study within catchments cooperatively identified with state resource agencies.

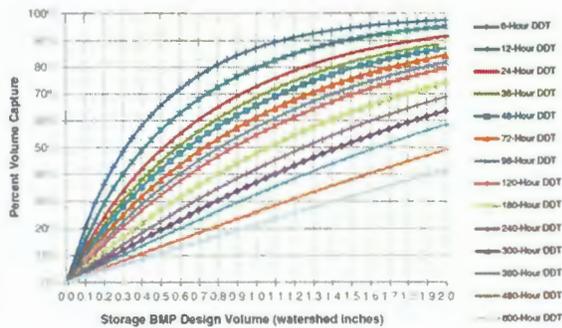
Nonpoint source contributions within the TMDL framework are challenging to quantify and manage. The “Watershed Research, Assessment and Stewardship Project” (WRASP), the Conservation Effects Assessment Project (CEAP), and the Stewardship Implementation (SIP) projects filled critical data gaps by evaluating agricultural land use BMPs necessary to support technically sound TMDLs for nutrients, sediment, pesticides, and herbicides within northern Missouri watersheds. Geosyntec designed and implemented the large-scale, long-term water quality monitoring and TMDL studies for the WRASP project.

Geosyntec developed an approved QAPP in cooperation with the MoDNR to support TMDL studies. We integrated hydrologic and water quality data into a database to identify data gaps. Geosyntec then developed and verified rating curves at 24 stream monitoring locations to support continuous open-channel flow measurements. We established flow control structures (e.g., weirs, flumes, etc.) to measure runoff volume from 24 targeted terrace segments and edge-of-field locations.

Geosyntec also collected more than 6,000 water quality samples (10+ analytes per sample) at over 50 locations during a 5-year period within a study area covering 780 square miles. In accomplishing this, we successfully coordinated field quality assurance audits, chain of custody logistics, and periodic sampling training. The data collected from targeted edge-of-field locations provided our project partners with realistic performance data for implementable BMPs such as vegetated filter strips.

Geosyntec coordinated with our project partners to interpret the WRASP dataset to support TMDL needs of state and federal resource agencies. The datasets that Geosyntec generated from the WRASP project represent one of the most comprehensive commitments to data-driven TMDL development in the Midwest. The WRASP project has significantly improved regional understanding of water quality in Missouri agricultural environments, and the design and successful execution of the WRASP monitoring program has set the standard for state-of-the-practice assessment in Missouri.

Long-Term Performance and Life-Cycle Costs of Stormwater Best Management Practices



Example Volume-Based BMP percent capture nomograph

Transportation agencies need guidance on how long-term considerations should influence the selection and maintenance of stormwater BMPs to improve the decision-making process and provide for effective BMP implementation. This report identified long-term BMP considerations that influence the selection and maintenance of stormwater BMPs, including performance, maintenance requirements, and life-cycle costs and how best to collect and manage these data for future use. The report included easy-to-use spreadsheet tools for BMP evaluation and selection optimization.

Geosyntec teamed with RBF Consulting, University of Texas, Low Impact Development Center, and Venner Consulting to provide the following services:

- Focused literature review and DOT survey to summarize commonly used BMPs; performance studies; asset management, inspection and maintenance practices; life-cycle cost factors; and case study and historic data.
- Hydrologic performance assessment of BMPs through continuous simulation modeling and volume- and flow-based BMP nomograph development
- Water quality estimation using analyzed average annual daily traffic (AADT) data for influent concentrations and effluent concentrations based on regression and statistical analysis
- Identification of BMP operations and maintenance based on DOT maintenance records and post-construction BMP manuals
- Development of a whole life cost (WLC) model to include BMP capital cost operation and maintenance cost, and expected life span by rainfall region
- Guidance on optimizing non-structural BMP selection using WLC, efficiency, and social/institutional barriers
- Creation of macro-enabled spreadsheet tools for BMP evaluation based on volume and pollutant load reduction and capital and maintenance costs tailored to regional rainfall data and local cost factors.

The project resulted in a comprehensive BMP guidance document that empowers DOTs and consultants with a holistic understanding of the factors influencing BMP evaluation and selection. This report and tools are first-of-its-kind in evaluating BMPs through an integrated site-, cost-, and performance-based approach with a long-term perspective. The final report entitled NCHRP Report 792 Long-Term Performance and Life-Cycle Costs of Stormwater Best Management Practices is available at http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_792.pdf

5.2 Select Client References for Similar Work

Holly Hudson
Senior Aquatic Biologist
Chicago Metropolitan Agency for Planning
2333 South Wacker Drive, Suite 800
Chicago IL 60606
(312) 386-8700

Services Provided: Watershed modeling for nutrients, sediment and *E.coli*, Support for watershed plan development, BMP prioritization.

Cindy Skrukud
Chair
Fox River Study Group
682 State Route 31
Oswego IL 60543
(815) 675-2594

Services Provided: Data assessment, watershed modeling, water quality modeling, and alternative assessment.

5.3 GBFW and Surrounding Area Client References

Nicki Fuemmeler, CPESC
Stormwater Coordinator
Boone County Resource Management
801 E Walnut, Rm. 315
Columbia, MO 65201-7732
(573) 886-4330

Services Provided: Quality assurance, monitoring, training, data analysis, stormwater modeling and reporting for the Hinkson Creek Urban Retrofit BMP Study.

Christian Johanningmeier, P.E.
Power Production Superintendent
Columbia Water & Light
1501 Business Loop 70 E.
Columbia, MO 65205-6015
(573) 874-6236

Services Provided: NPDES permitting support, metals compliance, coal combustion residuals (CCR) pond and process water quality characterization.

Erin Keyes P.E.
Engineering & Operations Manager
Sewer and Stormwater Utilities
4900 Gillespie Bridge Rd.
Columbia, MO 65201
(573) 874-7502

Services Provided: NPDES permitting support and negotiations, recreational use attainability analysis, Integrated Management Planning support (existing water quality characterization, financial capability assessment, wastewater characterization, NPDES support).

5.4 Project Listing

Geosyntec Representative Project Experience Project Name, Location (owner)	Development of Watershed Plan	State Agency Coordination	Resource Inventory & Watershed Assessment	Watershed & Water Quality Modeling	Evaluation of Best Management Practices	Discharge Measurement & Rating Curve Development
Jelkes Creek-Fox River Watershed Plan, Kane-DuPage Soil and Water Conservation District, Illinois	●	●	●	●	●	
Hinkson Creek Urban Retrofit BMP Study		●	●	●	●	●
DuPage River Watershed Planning Support, The Conservation Foundation, Illinois	●	●	●	●	●	
Watershed Plan Development for the Hickory Creek Watershed, Will County, Illinois	●	●	●	●	●	
Mill Creek Watershed Planning Support, CMAP, Kane County, Fox River Study Group, Northeastern Illinois	●	●		●	●	
Fox River Water Quality Model Update, Fox River Study Group, Illinois	●		●	●	●	
Watershed Plan Update for the Thom Creek Watershed, Cook and Will Counties, Illinois			●	●	●	
Philips Tract Biological and Water Quality Assessments, Missouri		●	●	●	●	●
Watershed Plan Update for the Boone-Dutch Creek Watershed, Cook and Will Counties, Illinois			●	●	●	
Preliminary Nutrient Assessment Reduction Plan Workplan Development, Des Plaines River Watershed Workgroup, Northeastern Illinois			●	●		
Lake Water Quality Monitoring and Assessment, Lake of the Ozarks, Missouri	●		●	●	●	
Nutrient Reduction Plan, Fayetteville, Arkansas	●	●	●	●	●	
Watershed Research, Assessment and Stewardship Project (WRASP), Missouri		●	●	●	●	●
Statewide Web-based Watershed Planning Tool, Massachusetts	●	●		●	●	
Implementation of Statewide Watershed-Based Plans, Massachusetts	●	●	●	●	●	
Pawtuckaway Lake Watershed Based Plan and Stormwater Designs, Nottingham, New Hampshire	●		●	●	●	
Development of a Watershed Based Plan and BMP Designs for Lake Cochituate, Natick, Massachusetts	●		●	●	●	

Section 6 – Subcontractors, Their Roles and Qualifications

Geosyntec is not proposing any subcontractors.

Section 7 – Quality Controls

7.1 Quality Management Program

Geosyntec functions under a formal Quality Management Program (QMP) based on the following:

- American National Standards Institute/American Society of Quality Control (ANSI/ASQC) E4-1994
- ANSI/ASQC E4-2004, “Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use”
- American Society of Quality/American National Standards Institute (ASQ/ANSI) E4:2014, “Quality management systems for environmental information and technology programs – Requirements with guidance for use” ASQ/ANSI, 2014.

Our QMP is the foundation of our culture of quality management and it is integrated throughout our work efforts. This results in a focus on meeting project data quality objectives and client expectations within a framework of safe work practices and continuous improvement. Our QMP contributes to improved safety, management, and reliability of our services and work products.

The overall goals of our total quality program are to achieve project data quality objectives and to meet or exceed client expectations. These goals are achieved by:

- Maintaining professional and technical excellence;
- Minimizing potential risk to clients, to the corporation, and to the employees;
- Continuous improvement through corrective actions that are appropriate, prompt, and effective; and
- Emphasizing customer service.

7.2 Quality Management Program (QMP) and Project Workflow

As part of the firm’s QMP, Geosyntec developed and utilizes a company-wide intranet tool: Guidance for Systematic Planning of Project Workflow. The Project Workflow guidance provides a roadmap for project planning, quality assurance, financial and schedule management, health and safety (H&S), field investigations, sampling and analysis, data management, calculations and modeling, engineering design, plans and specifications, and construction bid packages. It describes specific management processes and documentation recommendations and guidance for small to large projects and defines the roles and responsibilities of the project team in relation to quality objectives. We facilitate access by our professional staff to these comprehensive quality management tools via our company intranet system. Our general Quality Program workflow is shown in the figure below.

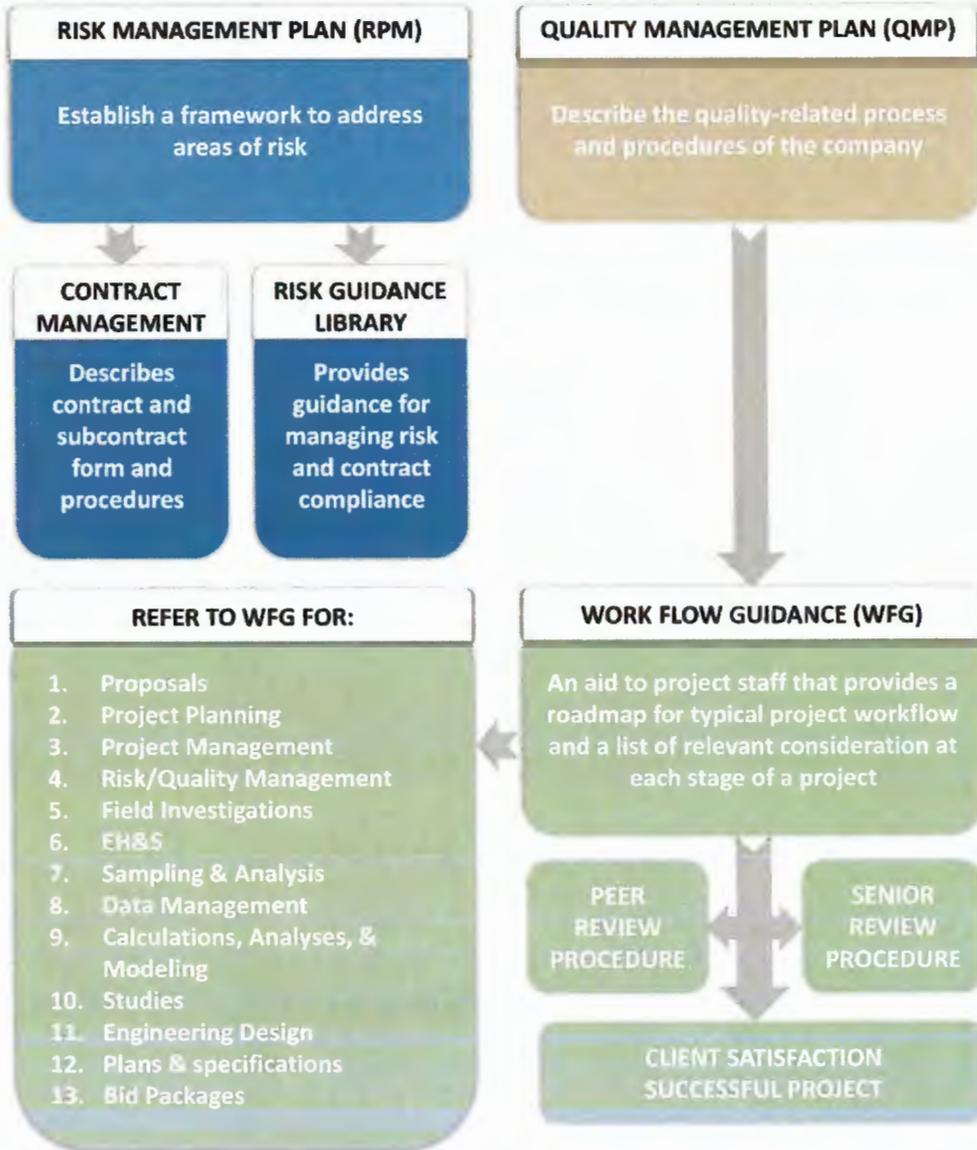
7.3 Work Product Review

Work product review procedures are important quality control measures that are implemented company-wide for all project deliverables. Document review consists of a tiered review process established under formal company procedures.

- The peer review process involves the review and checking of data, calculations, analyses, models, studies, and other project activities. Peer reviews are intended to identify and correct errors or mistakes in draft work products and to evaluate the work inputs, methodologies, and results. Peer reviews are conducted by Geosyntec personnel selected by the project manager based on qualifications, relevant experience, and/or training to perform the review.
- Senior review is the term that applies to the ongoing review of the entire project by a senior practitioner to confirm that the project scope, schedule, budget, and H&S requirements are achieved, that the project-related guidelines of the QMP are satisfied, and that the project has been performed in accordance with the applicable standard of professional care.
- Document review is a subset of the senior review process. Any document that offers or provides any results of engineering evaluations, consulting or engineering recommendations, opinions, or conclusions must be reviewed by a senior practitioner who must have the appropriate practice background.
- Formal design reviews are performed according to established industry standard procedures. Plans that require the seal of a professional engineer are prepared under the responsible charge of a professional engineer registered in the state in which the project is located and who has expertise and experience independent of the document author relevant to the work being sealed.

Geosyntec's approach to project quality frequently results in cost efficiencies for the client. We are committed to meeting these same high levels of quality and cost control in our work for Boone County.

Guidance for Systematic Planning of Project Workflow



Section 8 –Scope of Work and Schedule



Geosyntec collecting a stream discharge measurement using a Sontek RiverSurveyor M9 acoustic doppler current profiler with hydroboard and RTK base station.

Completing a 9-element watershed-based plan for the GBFW is critically important to effectively address the pollutant sources, affected community, and pollutant load reduction to protect the watershed and its streams. The sections below detail Geosyntec’s approach to provide technical assistance for development of a MoDNR and EPA approved 9-element watershed-based plan for the GBFW.

8.1 Proposed Scope of Work

The proposed scope of work (SOW) addresses the SOW items identified in the RSQ. Geosyntec has reorganized the SOW items into seven (7) tasks for planning and efficiency purposes. Tasks will include high flow discharge measurements for updating the stage/discharge rating curves, development of a QAPP, development of a watershed model, estimates of load reductions, reporting and other support. Table 2 provides a mapping of proposed tasks to SOW items. This work will be provided to the County and its partners for development of a 9-element plan for the GBFW. Descriptions of the proposed project tasks are provided below.

Table 2: Proposed Tasks for addressing SOW items in RSQ

Task Number	Description	RFP Work Item Addressed
1.	Stage/Discharge Rating Curves	Item 2.2
2.	Current Loading and Load Reduction Calculations	Item 2.3
3.	Quality Assurance Project Plan (QAPP) Development	Item 2.5
4.	Watershed Modeling of Baseline	Items 2.1 and 2.4
5.	Watershed Modeling for Estimating Loading Reductions	Item 2.4
6.	Reporting	Items 2.7 & 2.8 (presentation)
7.	Project Coordination/Management	Items 2.6 & 2.8 (other meetings)

Task 1: Stage/Discharge Rating Curves (SOW Item 2.2)

Objective

The objective of this task is to collect high flow discharge measurements for three locations in the watershed.

Approach

The county maintains three gauging stations on streams in the GBFW: Turkey Creek at Tom Bass Road, Little Bonne Femme Creek at Woodie Proctor Road, and Bonne Femme Creek at Andrew Sapp Road. High flow discharge information is needed to complete the rating curves for these three gauging stations. Geosyntec will conduct the discharge measurements and rating curve development as quickly as weather and flow conditions allow. Geosyntec proposes to collect two high flow discharge measurements from each of the three gauging stations. High flow discharge measurements will be completed within two (2) months of contract initiation.

Geosyntec has a comprehensive understanding of the GBFW land uses, streams and tributaries.

High flow discharge measurements will be collected with acoustic doppler current profiler technology or via truck and crane using a Price AA bucket wheel and velocity readout. Discharge measurement equipment will be capable of measuring velocities from 0.025 to 7.0 meters per second and depths up to 30 feet. High flow discharge measurements will be performed in accordance with United States Geological Survey (USGS, Chapter 8 Techniques and Methods 3-A8) procedures. Geosyntec will complete the rating curves using the measured data and provide this information to the TMDL staff at MoDNR to develop load duration curves (LDCs) for the three gauging stations.

Activities

The activities under this task include:

- Conduct two (2) high flow and stage measurements at three (3) locations in the watershed
- Complete rating curves for the three (3) locations using the measured data
- Provide information to TMDL staff at MoDNR for development of load duration curves

Assumptions

- Traffic controls such as "Shoulder Work Ahead" signage and safety cones will be adequate to forewarn oncoming traffic of the discharge data collection efforts
- Precipitation events resulting in sufficient runoff for the collection of high flow data at the three locations will occur during the first two (2) months of the contract

Deliverables

- Completed rating curves for three (3) locations
- Information for developing LDCs for *E. coli*

Task 2: Current Loading and Load Reduction Calculations (SOW Item 2.3)

Objective

The objective of this task is to work with TMDL staff at MoDNR to develop the *E.coli* LDCs and estimate the load reduction for the three sites to meet the instream water quality standards.

Approach

Geosyntec will support the TMDL staff at MoDNR in the development of LDCs for *E.coli* at three gauging stations utilizing the results of Task 1. Daily flows at the three gauging sites will be estimated using the stage/discharge rating curve. Daily loads for *E.coli* will be calculated using the estimated daily flow and measured *E.coli* levels in the streams. Geosyntec will work closely with TMDL staff to estimate *E.coli* load reduction needed to meet the instream water quality standards using the calculated LDCs and/or alternatives methods such as reference stream. The water quality loading target for three streams will be estimated by multiplying the estimated daily flow (determined from stage/discharge rating curves) and the instream water quality standard for *E.coli*¹ (based on designated usage). The required load reduction will be estimated by subtracting the daily water quality target load from daily calculated load. **Figure 1** illustrates the methodology of use of LDC to determine the *E.coli* load reduction to meet instream water quality standard. Geosyntec will also co-ordinate with TMDL and County staff to develop a reasonable timeline for achieving the required load reduction including intermediate reduction milestones

Activities

The activities under this task include:

- Provide information to TMDL staff at MoDNR for development of load duration curves
- Work with TMDL staff to determine *E.coli* load reduction needed to meet the instream water quality standards
- Develop a timeline for meeting the estimated load reduction in co-ordination with MDNDR and County staff

Assumptions

- Majority of work under this task will be done by TMDL staff at MoDNR, who will be supported by Geosyntec staff

Deliverables

- *E.coli* LDCs at the three gauging stations
- Load reductions needed to achieve the instream water quality standards

¹ Missouri Department of Natural Resources 10 CSR 20-7 Table H

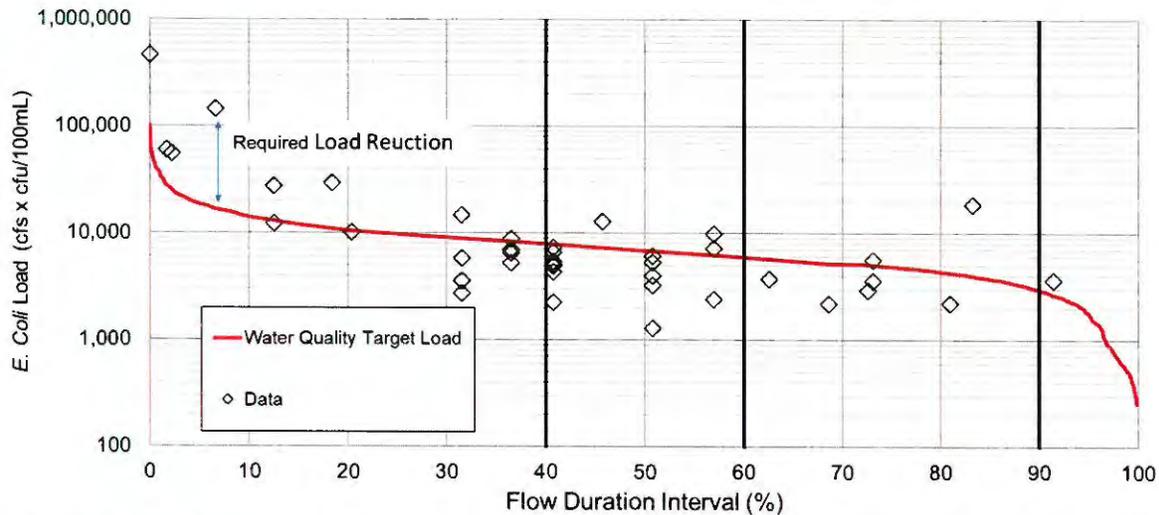


Figure 1: Use of Load Duration Curves to Determine E.coli load reduction to meet the instream water quality standard

Task 3: Quality Assurance Project Plan (QAPP) Development (SOW Item 2.5)

Objective

The objective of this task is to develop a Quality Assurance Project Plan (QAPP) to document the use of data and watershed models to support the development of a 9-element watershed plan for the GBFW. The QAPP will document procedures and methodologies to ensure the highest quality, precision and accuracy of results.

Approach

Geosyntec will leverage our extensive knowledge of preparing MoDNR approved QAPPs to develop the QAPP for this project based on the guidance provided by US EPA² for projects involving model development and use of data from other sources. The following items will be included in the QAPP as per the US EPA guidance:

- **Project Management:** This section would describe project organization, problem definition and background, quality objectives and criteria for model inputs/outputs and training and certification procedures for personnel.
- **Measurement and Data Acquisition:** This section would describe Quality Assurance and Quality Control (QA/QC) procedures that will be used during the project for measurement and acquisition of data for model development,
- **Assessment and Oversight:** This section of the QAPP will describe the internal and

² EPA (2002). Guidance for Quality Assurance Project Plans for Modeling. United States Environmental Protection Agency. EPA QA/G-5M

external checks that will be implemented for the model development and application.

- **Data Validation and Usability:** This section will document the criteria and methods that will be used to determine if the different parts of modeling process have met the project and quality objectives

Activities

The activities under this task include:

- Develop a list of data needs for model development
- Acquire and review the data from the County and other publicly available sources
- Develop a draft QAPP as per the EPA guidance
- Submit the draft QAPP to the County Resource Management Department for review (within 1 month of the contract award or by the first meeting with MoDNR)
- Revise the QAPP based on comments received from the County
- Submit the revised QAPP to MoDNR for approval
- Finalize the QAPP by addressing comments from the County

Assumptions

- Data for developing QAPP will be provided by County
- Draft QAPP will undergo one round of review by the County before being revised
- Revised QAPP will undergo one round of review by MoDNR before being finalized

Deliverables

- Draft QAPP
- Revised QAPP
- Final QAPP

Task 4: Watershed Modeling of Baseline (SOW Items 2.1 and 2.4)

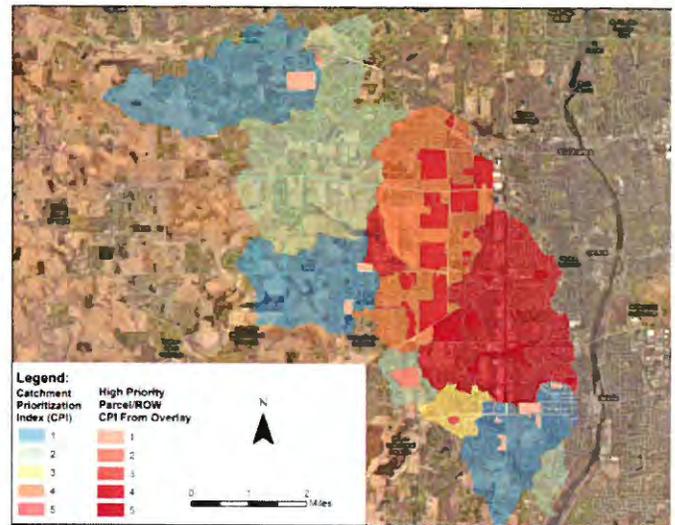
Objectives

The objective of this task is to develop a watershed model to support the development of 9-element watershed plan for the GBFW. The watershed model will be used to simulate the existing loads from the watershed for nutrients (TN and TP), sediment, and *E.coli*.

Approach

Geosyntec proposes to use a modeling approach that incorporates a tool of moderate complexity and meets the requirements of 9-element watershed plan. Geosyntec will develop the watershed model for the GBFW using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) framework. STEPL simulates annualized values of total runoff volume, nutrient and sediment loads based on the input of watershed characteristics and meteorology. STEPL currently doesn't have the ability to simulate *E.coli*. *E.coli* loads will be simulated using the methodology of Spatially Explicit Load Enrichment Calculation Tool (SELECT).³ SELECT simulates the annualized loading of *E.coli* from various sources within a mixed land use watershed based on spatial inputs such as land use, animal population density, and soil type.

Geosyntec has developed a BMP prioritization tool to optimize the location of BMPs in a watershed. Geosyntec will use the BMP prioritization tool to identify critical areas for BMP implementation using estimated loads and other spatial information.



Example output from Geosyntec's BMP prioritization tool for Mill Creek showing the high priority parcels for BMP application overlaid with catchment loading. Developed in specific response to recent Illinois EPA guidance.

Activities

The activities under this task include:

- Acquire and process data for development of watershed model including:
 - Meteorological data including precipitation, solar radiation, air and dew point temperatures
 - Topographic
 - Land use
 - Soil
 - Animal population density
 - Location of point sources such as wastewater treatment plants
 - Sewer networks
- Delineate GBFW into smaller subwatersheds based on topography and urban sewer networks

³ Riebschleager, K.J., R. Karthikeyan, R. Srinivasan, and K. McKee, 2012. Estimating Potential *E. coli* Sources in a Watershed Using Spatially Explicit Modeling Techniques. Journal of the American Water Resources Association (JAWRA) 1-17. DOI: 10.1111/j.1752-1688.2012.00649.x

- Estimate event mean concentrations (EMCs) for each land use based on monitoring data and/or literatures values
- Develop a watershed model for the GBFW using the STEPL framework incorporating watershed delineation and EMCs for different land uses
- Estimate the current loading for nutrient and sediment in the watershed using the STEPL model
- Identify potential sources of *E. coli* in the watershed through GIS analysis and coordination with the County. The sources of *E. coli* that will be investigated include but not limited to:
 - Wastewater treatments plants
 - Failing septic systems
 - Streams miles with open access to animals
- Estimate current loading for *E. coli* in the watershed using the SELECT model
- Apply the BMP prioritization tool to identify critical areas for BMP implementation in the watershed

Assumptions

- Watershed models (STEPL and SELECT) developed under this task will be planning level, which is suitable for development of a 9-element watershed plan
- GIS data such as land use, soil, and other data will be provided by the County in a digital format
- A maximum of ten (10) critical areas for BMP implementation will be identified under this task
- The identified critical areas will undergo one round of review before being finalized

Deliverables

- Watershed model files

Task 5: Watershed Modeling for Estimating Loading Reductions (SOW Items 2.4)

Objectives

The objective of this task to estimate load reduction through implementation of BMPs in the watershed.

Approach

Geosyntec will utilize a combination of approaches to estimate the load reduction from BMP implementation in the watershed. Geosyntec has developed a spreadsheet tool for National Cooperative Highway Research Program (NCHRP) to calculate the load reductions from urban BMPs such as bioswales, filter strips, infiltration trenches, and bioretention facilities. Geosyntec

will utilize the NCHRP tool to estimate the load reduction from urban BMPs. Geosyntec will calculate load reductions from agriculture BMPs using the literature reported pollutant removal efficiencies.

Activities

The activities under this task include:

- Estimate level of BMP implementation for watershed-wide scenarios based on land use
- Develop a list of site-specific BMPs to be implemented in the critical areas identified under Task 2.2
- Estimate load reductions for watershed-wide BMP scenarios using percent removal efficiencies
- Estimate load reduction for site-specific urban BMPs using the NCHRP BMP spreadsheet tool
- Estimate the load reduction from implementation of agriculture BMPs in the watershed

Assumptions

- In addition to the watershed-wide scenarios for BMP implementation, additional ten (10) site-specific representative BMPs will be evaluated under this task

Deliverables

- Load reduction estimates from implementation of BMPs

Task 6: Reporting (SOW Item 2.7)

Objectives

The objective of this task is to document the results of Tasks 1 through 5 in a technical report, and to develop a final report that includes the content to sufficiently address all of the specific criteria listed in the EPA 9 Element Watershed Based Plan Checklist (Attachment 1 of the RSQ).

Approach

Geosyntec will develop report chapters documenting the methodology and results of stage/discharge rating curve development, watershed model development, critical area identification, and estimation of load reductions from BMPs (Task 2.3). This report will provide sufficient information to the County to adequately address all of the specific criteria listed for elements a through c in EPA's 9-element Watershed Based Plan (WBP) Checklist.

Activities

The activities under this task include:

- Conduct a face-to-face meeting with the County and other stakeholders to present the

results of Tasks 1 and 2

- Develop a draft report documenting the results of Tasks 1 through 5
- Finalize the draft report by addressing comments from the County

Assumptions

- Draft report will undergo one round of review before being finalized
- The face-to-face meeting will be attended by one Geosyntec professional in-person and another Geosyntec professional over the phone
- Geosyntec will be solely responsible for Elements a-4, 6, 7 and c of WBP checklist
- Geosyntec will work collaboratively with the County to provide sufficient information for addressing elements a through c in WBP checklist

Deliverables

- Interim Report (due within 3 months of start of contract)
- Maps showing specific nonpoint sources which result in impairments in the watershed (Element a-4 of a watershed plan)
- Existing load estimates for nutrients, sediment and *E.coli* from each land use in the watershed (Element 6 of a watershed plan)
- Maps to identify specific, critical/targeted areas within the watershed, and to estimate the areas and/or length of their extent (Element 7 of a watershed plan)
- Final Report (due within 6 months of start of contract)

Task 7: Project Coordination/Management (SOW Items 2.6 and 2.8)

Objectives

The objective of this task is to engage the County as the project progresses to help ensure that the project objectives are being met.

Approach

The Geosyntec project manager will provide weekly email or phone updates and written monthly updates to the County to document the progress being made on the project. The project manager will also attend the in-person meetings with the County and stakeholders.

Activities

- Submit monthly progress reports to the County on the project progress
- Attend meetings with the County and stakeholders

Assumptions

- Geosyntec will attend a maximum of two (2) face-to-face meetings under this task

- The face-to-face meetings will be attended by one Geosyntec professional in-person and another Geosyntec professional over the phone

Deliverables

- Project Progress Reports
- Project Invoices

8.2 Proposed Project Schedule

Geosyntec proposes the following schedule to meet the County's goals and objectives within prescribed project deadlines (**Table 3**). Task 1 will be conducted as soon as possible after project initiation, weather permitting. A draft QAPP will submitted to County for review one month after the start of project. Geosyntec will submit an interim report to the County three (3) months after project initiation and a final report at end of the six (6) months.

Table 3: Project Milestones and Duration (months)

	1	2	3	4	5	6
Kick off Project Initiation						
Task 1 : Stage/Discharge Rating Curves (SOW Item 2.2 and 2.3)						
Rating Curves	◆					
Task 2: Current Loading and Load Reduction Calculations (SOW Item 2.3)						
LDCs and load reduction estimates		◆				
Task 3: Quality Assurance Project Plan (QAPP) Development (SOW Item 2.5)						
Draft QAPP	◆					
Final QAPP		◆				
Task 4: Watershed Modeling of Baseline (SOW Items 2.1 and 2.4)						
Task 5: Watershed Modeling for Estimating Loading Reductions (SOW Items 2.4)						
Task 6: Reporting (SOW Item 2.7)						
Interim Report			◆			
Final Report						◆
Task 7: Project Coordination/Management (SOW Items 2.6 and 2.8)						

Appendix A
Geosyntec Consultants, Inc. – Officers and Directors



Identification of Geosyntec Consultants, Inc. Officers and Directors

Name	Title	Address
Peter Zeeb	President/CEO	289 Great Road, Suite 202, Acton, MA 01720
Rudy Bonaparte	Chairman of the Board	2002 Summit Blvd., NE, Atlanta GA 30319
Greg Corcoran	Secretary/VP/Board of Directors	16644 West Bernardo Drive, Suite 301, San Diego, CA 92127
Rula Deeb	Director/Board of Directors	1111 Broadway Street, 6th Floor, Oakland, CA 94607
Lucas de Melo	VP/Treasurer/Board of Directors	10211 Wincopin Circle, Floor 4, Columbia, MD 21044
Jon Dickinson	CFO/Executive VP/Board of Directors	900 Broken Sound Parkway, NW, Suite 200, Boca Raton, FL 33487
Poppy Staub	VP/Board of Directors	5670 Greenwood Plaza Blvd., Suite 540, Greenwood Village, CO 80111
Ken Susilo	VP/Board of Directors	3415 S. Sepulveda Blvd., Suite 500, Los Angeles, CA 90034
Andrew Barnes	VP	2100 Main Street, Suite 150, Huntington Beach, CA 92648
Jay Beech	VP/Assistant Secretary	1255 Roberts Blvd., NW, Suite 200, Kennesaw, GA 30144
Randy Brandt	VP	1111 Broadway Street, 6th Floor, Oakland, CA 94607
Evan Cox	VP	Accelerator Centre, 295 Hagey Blvd., Suite 290, Waterloo, ON N2L 6R 5
Mike D'Alessandro	VP	2002 Summit Blvd., NE., Suite 885, Atlanta, GA 30319
Peter de Haven	VP	Atrium at Blue Ridge, 2501 Blue Ridge Road, Suite 430, Raleigh, NC 27607
Mary DeFlaun	VP	7 Graphics Drive, Suite 106, Ewing, NJ 08628
Neal Durant	VP	1220 19th Street NW, Suite 210, Washington, DC 20036
Carl Elder	VP	289 Great Road, Suite 202, Acton, MA 01720
Scott Forbess	Practice Officer	3043 Gold Canal Drive, Suite 100, Rancho Cordova, CA 95670
Leslie Griffin	VP	1255 Roberts Blvd., NW, Suite 200, Kennesaw, GA 30144
Mark Grivetti	VP	924 Anacapa Street, Suite 4A, Santa Barbara, CA 93101
Beth Gross	VP	8217 Shoal Creek Blvd., Suite 200, Austin, TX 78757
Todd Hagemeyer	VP	1255 Roberts Blvd., NW, Suite 200, Kennesaw, GA 30144
Mark Hanna	VP	448 S. Hill Street, Suite 1008, Los Angeles, CA 90013
Mike Houlihan	VP	10211 Wincopin Circle, Floor 4, Columbia, MD 21044
Amer Hussain	Practice Officer	5084 N. Fruit Avenue, Suite 103, Fresno, CA 93711
Ron Johnson	VP	2355 Northside Drive, Suite 250, San Diego, CA 92108
Karen Kosiarek	Practice Officer	Home Office, Billings, MT 59103
Rich Kraft	Practice Officer	211 E. Ocean Boulevard, Suite 300, Long Beach, CA 90802
Mike Lambert	VP	930 Harvest Drive, Suite 230, Blue Bell, PA

Name	Title	Address
		19422
Jim Langenbach	VP	6770 S. Washington Avenue, Suite 3, Titusville, FL 32780
Doug Larson	Executive VP/Assistant Secretary	289 Great Road, Suite 202, Acton, MA 07120
Ray McDirmit	VP	900 Broken Sound Pkwy, NW, Suite 200, Boca Raton, FL 33487
Michaye McMaster	VP	130 Stone Road West, Guelph, ON N1G 3Z2
Mike Minch	VP	1111 Broadway Street, 6th Floor, Oakland, CA 94607
Andrew Montgomery	VP	1255 Roberts Blvd., NW, Suite 200, Kennesaw, GA 30144
Joe Niland	VP	3043 Gold Canal Drive, Suite 201, Rancho Cordova, CA 95670
Majdi Othman	VP	1255 Roberts Blvd., NW, Suite 200, Kennesaw, GA 30144
Tom Peel	Executive VP/Assistant Secretary	900 Broken Sound Pkwy, NW, Suite 200, Boca Raton, FL 33487
Chriso Petropoulou	VP	134 N. LaSalle Street, Suite 300, Chicago, IL 60602
Brian Petty	VP	2100 Main Street, Suite 150, Huntington Beach, CA 92648
Sean Ragain	VP	621 SW Morrison Street, Suite 600, Portland, OR 97205
Jordan Rattray	VP/General Counsel/Assistant Secretary	1111 Broadway Street, 6th Floor, Oakland, CA 94607
Paul Sabatini	VP	1420 Kensington Road, Suite 103, Oak Brook, IL 60523
Rodolfo Sancio	VP	11490 Westheimer, Suite 150, Houston, TX 77077
Thierry Sanglerat	Executive VP	2100 Main Street, Suite 150, Huntington Beach, CA 92648
Dan Schauer	VP	900 Broken Sound Pkwy, NW, Suite 200, Boca Raton, FL 33487
Eric Smalstig	Practice Officer	2100 Main Street, Suite 150, Huntington Beach, CA 92648
Jim Stout	VP	11490 Westheimer, Suite 150, Houston, TX 77077
Lisa Van Tassell	Practice Officer	1111 Broadway Street, 6th Floor, Oakland, CA 94607
Nandra Weeks	VP	1200 Riverplace Blvd., Suite 710, Jacksonville, FL 32207
Sam Williams	VP	10875 Rancho Bernardo Rd., Suite 200, San Diego, CA 92127

APPENDIX B
Vendor Statement of Qualifications Response Page





4. VENDOR STATEMENT OF QUALIFICATIONS RESPONSE PAGE

4.1 In compliance with this Request for Statement of Qualifications and subject to all the conditions thereof, the respondent agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

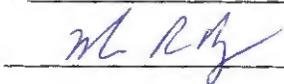
Company Name: Geosyntec Consultants, Inc.

Address: Corporate: 900 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487
Local: 2009 E. McCarty, Suite 1, Jefferson City, MO 65101

Telephone: 573-443-4100 Fax: 573-443-4140

Federal Tax ID (or Social Security #): 59-2355134

Print Name: Matthew R. Bardol Title: Senior Principal

Signature:  Date: 11-5-2019

Contact Name and E-Mail Address to receive documents for electronic signature:
Matthew R. Bardol, Senior Principal, mbardol@geosyntec.com

The requested information in Sections 4.2 through 4.11 below is included in our comprehensive Statement of Qualifications.

NOTE: The respondent must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RSQ, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.2 **Company History:** The vendor should describe in the available space the company's background in performing technical assistance similar to the 9-Element Plan for the Greater Bonne Femme Watershed Project, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

4.3 **Work History:** The vendor should provide a listing of government agencies, businesses, or other clients for which work was performed similar to the work envisioned for Boone County's 9-Element Plan for the Greater Bonne Femme Watershed Project:

The vendor should provide reference contact information below regarding provision of technical assistance similar to the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project below:

4.4 **Vendor's References:**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.5 **Personnel Expertise:** The vendor should describe below the background, education, and relevant expertise of key personnel who will be assigned to the County's study:

Personnel Expertise Summary
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
_____	_____
2. _____ (Name)	_____
_____	_____
_____	_____
3. _____ (Name)	_____
_____	_____
_____	_____
4. _____ (Name)	_____
_____	_____
_____	_____
5. _____ (Name)	_____
_____	_____
_____	_____

4.6 **Registration/Licensure/Certifications:** If not described above, the vendor should describe in the available space the relevant registration/licensure/certifications held by the company and the staff who will be performing technical assistance:

4.7 **Insurance:** The vendor should describe evidence of current insurance including coverage by category and amount:

4.8 **Project Listing:** The vendor should provide a listing of completed and pending projects in which the vendor acts/acted as the primary provider or manager of the study:

4.9 **Subcontractors, Their Roles and Their Qualifications:** The vendor should identify any and all subcontractors who may be working with the vendor to complete work on the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project, identify their role(s) in the study, and identify their qualifications to perform the work:

4.10 **Quality Controls:** The vendor should describe internal quality control and assurance procedures that will be employed to ensure accuracy and reliability in conducting the study:

APPENDIX C
Resumes





Specialties

- Clean Water Act (CWA)
- Stormwater BMP Performance
- National Pollutant Discharge Elimination System (NPDES) Permits
- Water Quality Standards
- Surface Water Quality Monitoring
- Regulatory Negotiations

Education

B.S. Biology, Wildlife Biology, Lincoln University, 2000

Registrations and Certifications

Hydrologic Technician Level III – Water Quality – American Institute of Hydrology

CAREER SUMMARY

Nick Muenks has 18 years of experience addressing a diverse range of surface water quality issues. He currently serves as a Senior Scientist in Geosyntec's Jefferson City Missouri office providing water quality regulatory support to municipal, utility and industrial clientele throughout the Midwest. Nick fills key roles in local and national projects evaluating water quality impacts in urban watersheds related to nutrients, bacteria and other pollutants often associated with urbanization. He manages numerous regulatory support and water quality monitoring efforts to address the complex interactions of surface waters with their surrounding environments. Projects include the assessment of beneficial use attainability, development of site-specific water quality criteria (e.g., metals, dissolved oxygen), impacts from nutrients and stormwater runoff and evaluation of hydrologic modifications (e.g. hydroelectric facilities) to aquatic communities. He routinely serves as a technical advisor for design and implementation of innovative surface water monitoring systems that provide Geosyntec clients with reliable and cost-effective solutions for surface water data collection.

REPRESENTATIVE PROJECTS

Hinkson Creek Macroinvertebrate Data Mining, Boone County and CAM Partners, Columbia, Missouri. Project Director for the evaluation of macroinvertebrate and water quality data from the Hinkson Creek. Hinkson Creek is considered an impaired waterbody due to depressed aquatic community metrics. The project scope is to evaluate relationships between the aquatic community, physical and chemical data in order to identify existing or potential stressors contributing to the impairment. In his role Mr. Muenks is overseeing data evaluation efforts and reviewing work products.

Columbia Integrated Management Plan, City of Columbia, HDR, Columbia, Missouri. Project Manager for Geosyntec's role in assisting the City of Columbia with the development of an Integrated Management Plan (IMP) for Wastewater and Stormwater. Columbia needs to invest in rehabilitating and replacing an aging infrastructure system while prioritizing resources to comply with Clean Water Act mandates for both wastewater and stormwater. Led the characterization of existing surface water quality and the development of the financial capability assessment. Assisted with the wastewater and stormwater conditions assessment, the evaluation of stormwater alternatives, and the development of the regulatory compliance approaches for the Columbia IMP. Participated in public outreach and meetings with City leaders.

Philips Tract Development Water Resources Assessment, Private Developer, Columbia Missouri, Field Technician. As part of a comprehensive water quality assessment, Mr. Muenks conducted field investigations and reviewed existing data

to evaluate the water quality and biological condition of two ephemeral Ozark border streams, Clear and Gans Creeks and Bristol Lake. Mr. Muenks performed extensive flow monitoring and automated sampling on these streams to assess existing sediment loads and losing stream characteristics. These data were critical for establishing baseline sediment loading and developing water quality targets to assure the protection of these streams during construction phases of the development.

Two-Mile Prairie Stream Water Quality Assessment, University of Missouri-Columbia/USEPA, Field Technician for the Two-Mile Prairie stream water quality assessment in Southern Boone County, Missouri. This project included evaluation the potential water quality impacts caused by municipal wastewater discharge from a rapidly growing area. The project location is within very sensitive watersheds and ecoregions, including potential habitat for an endangered species. Mr. Muenks collected extensive water quality monitoring data (including continuous and discrete flow and water quality monitoring) to calibrate and validate a water quality model (QUAL2K). The water quality model was utilized to evaluate potential water quality impacts for various discharge flow and quality scenarios. Continuous dissolved oxygen data were also collected within control streams for future development of site-specific dissolved oxygen criteria.

Wissahickon Water Quality Improvement Plan, Temple University, Philadelphia, PA. Technical Advisor/Reviewer working with the university, Pennsylvania Environmental Council, Montgomery County Planning Commission, and the Wissahickon Valley Watershed Association to produce a TMDL alternative in lieu of legal action against EPA and a draft TMDL for phosphorus for a highly urbanized watershed. Scientific data collected for the watershed demonstrated that phosphorus reductions would provide little or no water quality benefit unless other stressors were addressed first

Missouri Nutrient Trading Framework, Missouri Department of Natural Resources, Missouri. Stakeholder engaged in the development of a water quality/nutrient trading framework for the State of Missouri providing representation for Geosyntec's clientele. Provided technical review for the framework document development. Engaged in stakeholder meetings.

Nimishillen Creek Stream Nutrient Assessment Procedure (SNAP), Canton, OH. Served as technical advisor for water quality monitoring efforts. The NPDES permit for the City of Canton's water reclamation facility (WRF) contained total phosphorus effluent limits. To evaluate the overall impacts of phosphorus being discharged from the WRF, the city and industrial dischargers are planning an extensive biological

evaluation of conditions in the creek. Work includes design and implementation of stream studies to evaluate the impact of phosphorus on aquatic life, providing comments on the draft permit; conducting a screening-level assessment of dissolved oxygen and benthic chlorophyll-a; and conducting a full-scale SNAP using draft protocols developed as part of Ohio's Nutrient Technical Advisory Group.

Urban BMP Retrofit Performance Evaluation, Boone County Resource Management, Boone County, Missouri. Quality Assurance Technical Advisor for design and implementation of an urban stormwater retrofit Best Management Practices (BMPs) performance monitoring system. The project assessed the efficacy of various retrofit BMPs for reducing nutrient, sediment and common urban pollutants loads from industrial and residential sources to receiving streams. Developed the quality assurance project plan and monitoring approaches and oversaw monitoring system installations. Performed audits for quality assurance. Managed field sampling efforts.

Rocky River Water Quality Monitoring, Unique Places, Siler City, NC. Project Manager for monitoring of point source nutrient loads that have the potential to cause increased algal blooms and low dissolved oxygen in the Rocky River downstream from Siler City, NC. Provide technical guidance related to impacts of nutrients on surface water systems. Manage the collection and analysis of water quality and nutrient data. Provide review and assistance for applying North Carolina's water quality standards and NPDES permit conditions.

Conservation Effects Assessment Project, Environmental Resources Coalition, Missouri. Assistant Project Manager and Field Manager designed the sampling program and supervised its implementation. Under Conservation Effects Assessment Project (CEAP) a vegetated filter strip BMP demonstration project was developed to focus on reducing herbicide and nutrient runoff from agricultural fields. Water quality monitoring activities include stream gaging and rating curve development, underground outlet and vegetated filter strip assessments, routine stream monitoring, and automatic sampler operation.

Watershed Research, Assessment and Stewardship Project (WRASP), Missouri Corn Growers Association, Missouri Department of Natural Resources, Syngenta Crop Protection and US Department of Agriculture, Missouri. Field manager and data analyst for a 5-year watershed monitoring project to evaluate agricultural practices and effects on fate and transport of pesticides and nutrients in northern Missouri. Dedicated extensive efforts performing sampling and stream discharge measurements in wet weather and at a 24 hour "on-call" basis. Provided technical advisement to field staff using automatic

samplers monitoring ed. Developed and deployed unique monitoring systems at approximately 50 water quality monitoring stations. Synthesized and analyzed resulting data. The study produced one of the largest datasets related to agricultural fate and transport in the Midwest.

Illinois Nutrient Science Advisory Committee Recommendations Review, *Illinois Association of Wastewater Agencies (IAWA), Barnes & Thornburg*. Senior Scientist for review of a scientific committee's development of recommendations for statewide numeric nutrient criteria for wadeable and nonwadeable streams in Illinois. Recommended a phased approach to conserve the IAWAs' resources. Conducted the technical review of the report, investigated the committee's findings and recommendations and prepared summary of findings and comments for IAWA.

Water Quality Monitoring and Regulatory Support, *Metropolitan St. Louis Sewer District (MSD), St. Louis, Missouri*. Project Manager for monitoring and regulatory support efforts to assist MSD in addressing precipitation driven water quality issues. Since 2008, Nick has conducted intensive, annual water quality monitoring to support MSD in developing strategies to resolve sanitary and combined sewer overflows. Field activities include conducting extensive monitoring on urban streams and the Mississippi and Missouri Rivers. Specialized equipment and sampling techniques are used on the large rivers to protect the safety of sampling crews and enhance the quality and representativeness of the data collected. Regulatory support activities include review of stream impairments, TMDL development support, BMP evaluations and other special studies. Geosyntec recently (2016 – 2017) assisted MSD with an evaluation Missouri's proposed numeric nutrient criteria for lakes which were approved by EPA in December 2018.



CAREER SUMMARY

Adrienne Nemura is a water resources engineer principally involved in water quality and watershed studies to help clients identify cost-effective and sustainable solutions to meet surface water quality goals. She works with cities, utilities, attorneys, and agriculture and has spent much of her career working with groups to achieve consensus on a path forward on meeting goals. She is a frequent speaker on Clean Water Act issues, with audiences ranging from elected officials, utility managers, colleagues, and citizens. Her philosophy is that regulators and dischargers should work together to leverage the inherent flexibilities in the Clean Water Act to help dischargers invest in controls that materially improve public health and the environment.

Adrienne has spent 33 years assisting municipalities in conducting water quality assessments including negotiating appropriate National Pollutant Discharge Elimination System (NPDES) permits for wastewater and stormwater. This experience includes water quality standards, monitoring and modeling, affordability analyses, watershed based plans (WBPs), and total maximum daily loads (TMDLs). She began her water quality modeling career at the Virginia Water Control Board, establishing multi-discharger wasteload allocations. At the Metropolitan Washington Council of Governments, Adrienne represented 18 local governments in Clean Water Act discussions with US EPA Region 3 and three state regulatory agencies on local and Chesapeake Bay water quality issues. Throughout her consulting career, she has worked for clients in numerous EPA regions and advocated for flexibility. Most recently, she helped the US Conference of Mayors and other organizations in discussions that led to EPA's integrated planning framework for municipal stormwater and wastewater.

Specialties

- Integrated Planning for Municipal Wastewater & Stormwater
- National Pollutant Discharge Elimination System (NPDES) Permits
- Watershed Planning & Total Maximum Daily Loads (TMDLs)
- Water Quality Standards
- Water Quality Monitoring & Modeling
- Regulatory Negotiations & Litigation

Education

M.S., Civil Engineering, Hydrosystems, Virginia Tech University, 1986

B.S., Civil Engineering, Hydrosystems, Virginia Tech University, 1984

Professional Registration

Michigan Professional Engineer, 46150
Ohio Professional Engineer, 83713
National Council of Examiners for Engineering and Surveying, 24958

REPRESENTATIVE PROJECTS

Mill Creek Watershed Planning Support, Chicago Metropolitan Agency for Planning (CMAP), Kane County, Fox River Study Group (FRSG), Illinois. Project director for pollutant load modeling to inform a 9-element WBP for Mill Creek, a tributary of the Fox River. Project involves improving the spatial resolution of the Mill Creek watershed (HSPF) model and creating a prioritization framework for siting best management practices (BMPs).

Fox River Water Quality Model Update, Fox River Study Group (FRSG), Illinois. Project director providing senior review of Geosyntec's updates to the FRSG's HSPF and QUAL2k models to improve the model calibration to achieve model-data agreement. Providing advice on how the models can be applied to evaluate various point and nonpoint source management scenarios to reduce dissolved oxygen and algal impairments.

Preliminary Nutrient Assessment Reduction Plan (NARP) Workplan Development, Des Plaines River Watershed Workgroup (DRWW), Northeastern Illinois. Project director evaluating the modeling and monitoring needs for development of a NARP for the Des Plaines River. Assist the DRWW in understanding their specific NARP objectives, evaluating existing data, and understanding the effort required to develop and apply the models for evaluating management alternatives.

DuPage River Watershed Planning Support, DuPage River Salt Creek Workgroup (DRSCW). Supported Geosyntec's invited participants in a half-day workshop conducted by DRSCW to develop the scope of work for the Non-Point Source (NPS) Feasibility Analysis for DuPage River Salt Creek Watershed. Provided perspectives on modeling and data analysis approaches as well as likely management questions.

Review of the Illinois Nutrient Science Advisory Committee (NSAC) Recommendations on Statewide Nutrient Criteria, Illinois Association of Wastewater Agencies (IAWA). Project lead for reviewing and commenting on the NSAC's evaluation of nutrient-related information for Illinois' streams and rivers. Contributed to the review submitted to Illinois EPA that concluded the committee's recommendations were unsupported and should not be used for any purpose, including watershed assessments.

Wissahickon Water Quality Improvement Plan Author, Temple University, Philadelphia, Pennsylvania. Lead author working with the university, Pennsylvania Environmental Council, Montgomery County Planning Commission, and the Wissahickon Valley Watershed Association (a diverse coalition of stakeholders) to produce a TMDL alternative in lieu of legal action against EPA and a draft TMDL for phosphorus.

IAWA Phosphorus Subcommittee Support. Provided pro-bono support to the IAWA on development of Special Condition language in NPDES permits related to phosphorus removal at POTWs. Participated in the "Risk of Eutrophication" subcommittee discussions with Illinois EPA, the Metropolitan Water Reclamation District, and the Sierra Club to reach agreement on weight-of-evidence for phosphorus impairments or risk of impairment.

Nimishillen Creek Phosphorus Assessment, Canton, Ohio, City of Canton, U.S. Ecology, and Frost Brown Todd. Project Director for negotiations with Ohio EPA on the draft NPDES permit, which also affects four significant industrial users (SIUs) due to phosphorus removal requirements and interference with treatment effectiveness from influent nitrate levels. Work included comments on the draft permit, evaluation of historical information, a screening-level assessment of dissolved oxygen

and benthic chlorophyll-a, and design and implementation of stream studies to more fully evaluate the impact of phosphorus on aquatic life in Nimishillen Creek.

Ohio Technical Advisory Group (TAG) for Stream Nutrient Assessment Procedure (SNAP), City of Lima, OH, Member. Selected by Ohio EPA to represent small publicly owned treatment works (POTWs) to serve on an advisory group to help the state develop a nutrient rulemaking for streams and small rivers. One of four members helping draft implementation guidance for TAG and Ohio EPA consideration. Key accomplishments include consideration of considering habitat limitations prior to nutrient controls, interim limits with adaptive watershed management, and consideration of cost-effectiveness and affordability. Currently reviewing Ohio EPA's consideration of criteria for large rivers.

Integrated Planning Alternatives Assessment, Confidential Client, Lake Erie Tributary. Project Director of a study to compare the improvements in beneficial use impairments (BUIs) of a major dam removal project and engineered wetlands as compared to enhanced high-rate treatment of CSO discharge. Evaluated various sources of information about BUIs through evaluation of studies, hydraulic and water quality modeling, and engineering calculations. Prepared assessments of the comparisons to help support negotiations over adopting an integrated plan and updating a CSO long-term control plan.

Users' Guide for Integrated Planning for Stormwater and Wastewater, Washington, D.C. Water Environment & Reuse Foundation. Principal investigator for a web-based users' guide for communities considering integrated planning for wastewater and stormwater. The project team conducted a national survey and compiled information from case studies to develop a list of integrated planning tools and data needed and identify gaps with each. A community insights report and several case studies were completed. Project information has been incorporated into the users' guide which should be published shortly.

Regulatory Support Services, Sanitation District No. 1 of Northern Kentucky (SD1). Directed watershed characterization services (monitoring, modeling, and assessment) for the nation's first sewer overflow consent decree based on the principles of adaptive watershed management. Directed development of water watershed and water quality models for the Ohio River and tributaries. Assisted SD1 in responding to questions from EPA Region 4 and the Kentucky Division of Water and helped gain approval of the plans. Assisted SD1 and counsel in addressing strategy issues associated with regulatory review.



**MATTHEW R. BARDOL, P.E.,
CFM, CPESC, D.WRE**



Specialties

- Watershed planning
- Stormwater master planning
- Stormwater management design & construction document preparation
- Stream restoration and hydraulic design
- CWA Section 404 and NPDES permitting

Education

M.S., Civil Engineering, University of Southern California, Los Angeles, CA, 2002

M.S, Environmental Management, Hardin-Simmons University, Abilene, TX, 1999

B.S., Civil Engineering, University of Notre Dame, South Bend, IN, 1996

Registrations and Certifications

Licensed Professional Engineer: Illinois 062.056491; Michigan 6201054995; California 63632; Indiana 11300497; Ohio 78645; Missouri 2013031835; Mississippi 28611; Hawaii 17066
Certified Floodplain Manager (CFM), Illinois No. IL-06-00253

Certified Professional in Erosion and Sediment Control (CPESC), No. 3972

Diplomate, Water Resources Engineer, American Academy of Water Resources Engineers

CAREER SUMMARY

Matt Bardol has over 20 years of diverse environmental and water resource engineering experience, providing a breadth of technical expertise to address the most complex water resource situations with innovative solutions. Matt listens to his client's needs and draws upon his experience as a military engineer and program manager of major stormwater infrastructure projects, his academic training in both groundwater and surface water, and his experience serving as the lead technical design expert on projects across the US to provide high value solutions for his clients. Matt's diversity is demonstrated by his broad project experience, which encompasses detailed design, obtaining permits, and preparing comprehensive studies for both traditional and sustainable green infrastructure.

REPRESENTATIVE PROJECTS

Lower DuPage River Watershed Assessment, Will County, IL. Project manager who directed a watershed-wide reconnaissance and assessment of the Lower DuPage River. A strategic evaluation was conducted of the non-point pollution sources throughout the 353 square mile watershed. Field crews conducted stream inventories along the nearly 166 miles of stream corridors, annotating observations directly into field forms linked to an active Microsoft Access database and ESRI ArcGIS dataset. Nearly 1,000 photographs were cataloged and geo-referenced. Project recommendations were developed based on the assessed data to support the watershed plan objectives. The project findings and Matt's continued involvement in the watershed coalition supported the development of a watershed-based plan, fulfilling the U.S.EPA's nine element requirements.

Richton Park Subregional Stormwater Management Concept, Village of Richton Park, Illinois. Project Director for a natural resource mapping and analysis for the Richton Park Subregional Stormwater Management plan. The Stormwater Management plan consisted of evaluating riparian corridors, soils, flood depth, and ecological integrity zones. The analysis resulted in an integrated plan to assist the Village of Richton Park in guiding future development to protect natural resources, mitigate flooding, and reduce nutrient loads to the Hickory Creek.

Mine Reclamation Site Plan Feasibility Review, Crystal Lake, IL. As project manager, conducted a detailed review of mine reclamation plans and reports prepared by mining company as part of original approved permit. Prepared concise summary of alternative reclamation plan to meet the engineering constraints, environmental resources, and economic viability of the client.

The summary report provided an initial cost analysis of viable alternatives, accounting for the environmental suitability of the site for future uses. Worked closely with the regulatory and remediation departments of the Illinois EPA to evaluate viable alternatives.

Pingree Creek Development, HPI, Elgin, IL. Lead water resource engineer performing a hydrologic and hydraulic analysis of the 8,400 acre watershed tributary to the 690 acre project site. The study established new regulatory peak flows for the upstream watershed and extended the regulatory FEMA hydraulic model to remap the floodplain and floodway for 22,000 LF of Pingree Creek and North Plato Ditch. Matt's project team conducted a geomorphic analysis of Pingree Creek to develop a design to meander and restore a wide floodplain corridor for 2,400 LF of the creek through the site and to design a 50 acre offline lake adjacent to the restored creek channel. The hydraulic study included the design of a new major roadway crossing, including a scour analysis to design appropriate bridge abutments to meet the regulatory level of protection and local risk factors.

Stormwater Master Plan, University of Missouri, Columbia, MO. Geosyntec developed a multifaceted Stormwater Master Plan for the University to guide sustainable stormwater management as part of the capital improvement plan, while integrating the USEPA requirements for Municipal Separate Storm Sewer Systems (MS4). Served as technical lead in developing tailored design guidance for recommended stormwater Best Management Practices (BMP). Designed and coordinated construction of bio-retention cell to capture and treat stormwater runoff of parking lot as part of campus demonstration project.

Program Management Services for Stormwater Master Planning – Combined Sewer Area, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Project director leading establishment of a program to develop stormwater master plans for the MWRD combined sewer area. Help define the vision for the program; develop planning level concepts to evaluate in stormwater management plans (SMPs); develop the program; develop a guidance document for developing individual study profiles (ISPs) and the SMPs; develop ISPs; and implement the program. Providing direction to the project team, including four subcontractors, and coordination with the program manager for the separate sewer area.

MWRD Phase II Pilot Study – City of Chicago, MWRD, Chicago, Illinois. Project manager for a first of its kind study using a cloud based optimizing software to evaluate green infrastructure and develop an approach that could be applied citywide. Work validated the need for a minimum gray infrastructure solution but showed that optimal placement of green infrastructure could provide a higher level-of-service at a reduced cost.

Flood Control Projects, Stormwater Planning P22/P23 (Phase I and II), St. Peters, Missouri. Project Director for major storm water infrastructure improvements to eliminate flooding along Jungermann Road and at the Boone Hills/Jungermann Road intersection. An existing conditions survey and stream assessment was conducted and included coordinating planned improvements with all impacted agencies, property owners, and the public. A hydrologic and hydraulic model and analysis of 40,000 alternatives was performed for the entire watershed study using a cloud-based optimization software to significantly reduce the potential cost of implementation. Geosyntec prepared final construction plans, specification, and electronic files required for bidding of the project. Geosyntec provided technical assistance through construction and close out.

Calwood Stream Restoration & Channel Improvements, St. Peters, Missouri. Project Director for a comprehensive evaluation and implementation of storm water improvements to eliminate flooding. Led the comprehensive evaluation of the full urban watershed; evaluation of major trunk sewer improvements; evaluation of trunk sewer rehabilitation; stabilization of four channel reaches; and retrofits of four existing detention basins. retrofit an existing detention basin to extended dry detention to improve water quality. Geosyntec performed an existing conditions survey, coordinated with public information meetings, prepared 30% design plans, temporary and permanent easement plans, and 90% plans and specifications and bid documents. Geosyntec provided technical assistance to the City through the construction phase and project close out.

Green Infrastructure BMP Design (3 sites) – RES Projects, Metropolitan St. Louis Sewer District (MSD), Missouri. Project director for three sites that are part of MSD's Project Clear Rainscaping Large Scale Grants Program. Geosyntec is providing RES with design and engineering support services for green infrastructure systems that meet MSD's design requirements. Services include data collection, review, and design basis development; preparation of interim design documents; preparation of construction and permit drawings; and permit applications and coordination.



Specialties

- Watershed Planning and Implementation
- Stormwater Planning and Implementation
- Water Quality
- Clean Water Act Compliance
- National Pollutant Discharge Elimination System Permitting

Education

M.S., Conservation Biology and Sustainable Development, University of Wisconsin, Madison, WI, 2003

B.S., Biology, University of Illinois, Champaign, IL, 2000

Professional Registration

Professional Wetland Scientist: No. 1808

Certified Professional in Erosion and Sediment Control, Envirocert International, No. 4490

CAREER SUMMARY

Andrea Cline is a Professional Wetland Scientist and a Certified Professional in Sediment and Erosion Control with over 15 years of experience in water and natural resources consulting. Since joining Geosyntec in 2015, Andrea's project work has included a variety of watershed and stormwater planning and implementation projects, Clean Water Act compliance, and water quality monitoring.

Andrea has worked for the private, not for profit, and public sectors in environmental resources. She led the effort of two local watershed-based plans, the Lower DuPage River Watershed Plan and the Mill Creek Watershed and Flood Mitigation Plan. She has served as a staff liaison for three water quality groups, the DuPage River Salt Creek Workgroup, the Lower DuPage River Watershed Coalition, and the Des Plaines River Watershed Workgroup. Over the course of her career, Andrea has successfully secured grant funding from local, state, and federal agencies for planning and implementation projects.

REPRESENTATIVE PROJECTS

Des Plaines River Watershed Workgroup, Lake County, Illinois. Andrea served as the technical advisor for the watershed-wide water quality work group with 16 municipal and Publicly Owned Treatment Works (POTWs) and multiple associate members that contribute over \$200,000 in dues annually. She assisted in the development of a watershed-wide monitoring network to examine water quality by using fish and macroinvertebrate assemblages, habitat, and water and sediment chemistry. Andrea also provided support for member's National Pollutant Discharge Elimination System (NPDES) permits, reporting, and compliance. Andrea developed the successful 319 grant application to develop a watershed-based plan for the entire Des Plaines River within Lake County, compiling previously completed plans and developing a new plan for all subwatersheds.

Watershed Planning Projects for Chicago Metropolitan Agency for Planning: Boone Dutch Creek Watershed, McHenry County, Illinois. Assisted in the development of the Boone-Dutch Creek Watershed-Based Plan. The project included identification of non-point and point pollutant sources; organization and facilitation of a stakeholder groups; estimation of existing pollutant loads, including use of the EPA's STEP-L model; identification of best management practices to reduce urban and agricultural non-point and point sources of pollutants; and estimation of pollutant load reductions.

Lower DuPage River Watershed Plan, DuPage and Will Counties, Illinois. Awarded Illinois EPA Section 604(b) funds to develop the Lower DuPage River Watershed Based Plan, a blueprint for water quality improvement. Worked with the

Chicago Metropolitan Agency for Planning (CMAP) to include additional requirements above and beyond the U.S. EPA nine elements for watershed-based planning. Project lead for the planning process coordinating twelve jurisdictions, stakeholders representing multiple interests, consultants, and staff. The watershed spanned multiple counties, covered over 200 square miles, and consisted of 166 stream miles, presenting unique challenges to the planning process. Andrea developed the request for proposals and formed the selection committee to choose technical consultants to assist in the pollutant load analysis and field reconnaissance. Assisted in the development of the planning committee and after Illinois EPA plan approval, helped to develop a dues paying membership organization to implement the plan and improve water quality.

Watershed Management Board Grant Program. Project manager for a grant program annually awarding over \$150,000 in small grants for flood reduction, water quality improvement, and education and outreach. Awarded and coordinated the implementation of multiple Illinois EPA Section 319 grants totaling over a million dollars in grant revenue that implemented water quality best management practices (BMPs) including rain gardens, bioswales, permeable parking, and stream and wetland restoration.

Mill Creek Watershed and Flood Mitigation Plan, Lake County, Illinois. Acquired \$250,000 from the Department of Commerce and Economic Opportunity 2008 Hurricane Ike Disaster Relief fund to develop and implement the Mill Creek Watershed and Flood Mitigation Plan. Project lead for the planning process coordinating fifteen jurisdictions, stakeholders representing multiple interests, consultants, and staff.

Preliminary Nutrient Assessment Reduction Plan (NARP) Workplan Development, Des Plaines River Watershed Workgroup (DRWW), Northeastern Illinois. Project manager evaluating the modeling and monitoring needs for development of a NARP for the Des Plaines River in Lake County. Assist the DRWW in understanding their specific NARP objectives, evaluating existing data, and understanding the effort required to develop and apply the models for evaluating management alternatives.

DuPage River Salt Creek Workgroup (DRSCW) Support, Illinois. Provided professional expertise to the DuPage River Salt Creek Workgroup. Responsible for agendas and content delivery for quarterly meetings. Coordinated the bioassessment adaptive monitoring program monitoring fish and macroinvertebrate assemblages, habitat, and water quality constituents. Assisted in negotiating NPDES permits, including the first watershed wide permit in the state. Initiated the Lower DuPage River Watershed Coalition, a voluntary dues paying

working group striving to improve water quality in the watershed through monitoring and adaptive management consisting of eight agency members and six associate members.

Program Management of Stormwater Master Planning, Metropolitan Water Reclamation of Greater Chicago, Chicago, Illinois. Project manager for a multi-disciplined team selected by MWRD to continue their innovative effort towards providing flood relief by providing program management services for an advanced Stormwater Master Plan program within the combined sewer area. Andrea will work closely with the District to develop and help implement the District's vision to offer an adaptive approach, blending traditional and non-traditional techniques for outcome-based solutions that more holistically address flooding issues, while simultaneously improving the overall quality of life in the local communities.

Comprehensive Urban Stormwater Management Study in Combined Sewer Service Area, Metropolitan Water Reclamation District of Greater Chicago, Chicago, Illinois. Led the education and outreach for a first of its kind urban stormwater study with MWRD for a 17-square-mile area on the south side of Chicago that examines urban flooding within a combined sewer system. The study modeled the performance of green infrastructure to reduce basement backups, surface flooding, and the volume of water reaching the combined sewer system. The education and outreach component of the project took these complex model results and the modeled green infrastructure concepts and re-laid them to the decision makers within the six-ward area. Andrea worked with elected officials and community leaders to involve residents within the study.

Naval Station Great Lakes Stormwater Monitoring Program, Great Lakes, Illinois. Developed a stormwater monitoring program to support NPDES compliance at Naval Station Great Lakes. The program monitored 15 instream locations in two watersheds and current industrial sites on base to support permit compliance with two programs, the Municipal Separate Storm Sewer System program and the Industrial Permit Program. As part of the project, Andrea developed a U.S. Army Corps of Engineers Health and Safety and Accident Prevention Plan, a work plan including a map book, and assisted in the development of an Access database for ease of reporting. She oversaw all sampling and reporting efforts.



Specialties

- Hydrologic and Hydraulic Modeling
- Geographic Information Systems
- NPDES Compliance
- Wetland Science

Education

M.S., Biosystems Engineering, Michigan State University, E. Lansing, Michigan, 2014

B.S., Biosystems Engineering, Michigan State University, E. Lansing, Michigan, 2012

Registrations and Certifications

Professional Engineer, State of Illinois, No. 062.070122

Certified Floodplain Manager, Assoc. of State Floodplain Managers, No. IL-18-00830

Certified Professional in Erosion and Sediment Control, Envirocert Int., No. 8039

CAREER SUMMARY

Emily Campbell is an engineer in water resources at Geosyntec's Oak Brook location. Emily has 5 years of experience in water resource engineering, including stormwater management, ecological restoration, and wastewater treatment design. Since joining Geosyntec, she has worked on a variety of projects, including hydraulic, hydrologic, and water quality modeling, GIS analysis and data management, NPDES permit compliance, bid document preparation, and construction oversight. She is proficient in a variety of design and analysis tools including ArcGIS, Civil 3D, SWAT, SWMM, HEC-RAS, and HEC-HMS.

Emily is a Professional Engineer (in Illinois), a Certified Floodplain Manager, and a Certified Professional in Erosion and Sediment Control. She is also knowledgeable in wetland science, including restoration, delineation, and biogeochemical processing of pollutants within wetlands and other green infrastructure.

REPRESENTATIVE PROJECTS

Oak Savanna and Mesic Prairie Restoration Design and Management Services, City of Lima, Ohio. As Project Manager, working with multiple city departments and restoration contractors on a Supplemental Environmental Project (SEP), currently in the fourth year of implementation. The SEP is part of a Consent Decree from U.S. EPA Region 5. Assists the City in implementation of the SEP, including the development of the restoration plan, obtaining and overseeing contractors, adaptive management, and representing the SEP to USEPA. Led development of a restoration plan, including performance criteria, seed mix selection, tree planting plan, and long-term management plan. Led bid document development, pre-bid meeting, contractor selection, and kickoff meeting. Perform recommendations and approvals for yearly management plans, including corrective actions. Contractor oversight through field visits and monitoring report review.

Fox River Water Quality Model Update, Fox River Study Group (FRSG), Illinois. Assisting engineer on the refinement of a water quality model for 98 miles of Fox River. The FRSG is a diverse coalition of stakeholders working together to assess water quality in the Fox River watershed. As part of that effort, the FRSG is implementing a long-term, phased work plan to eliminate water quality impairments due to nuisance algae, low dissolved oxygen (DO), diel DO swings, and high phosphorus concentrations. Collected and pre-processed timeseries datasets to update the HSPF model to include more spatial resolution and information from re-

cent years. The model will be used to assess the alternatives such as dam removal, nutrient load reduction for improving the water quality in Fox River.

Watershed Management Plan Development, Moultonborough Bay and Winter Harbor, Lake Winnepesaukee, New Hampshire. Performed analysis to determine current and future build-out phosphorus loading for two watersheds contributing to Lake Winnepesaukee. Will lead or assist in BMP reductions modeling, BMP design, and the development of bid documents. A Watershed Management Plan (WMP) will be produced as a result of the project, and a public meeting will be held to present the WMP to stakeholders.

MWRD Phase II Pilot Study, Metropolitan Reclamation District of Greater Chicago, Chicago, Illinois. Geosyntec conducted a first of its kind urban stormwater study with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for a 27-square mile area in the South Side of Chicago that intricately examines urban flooding within a combined sewer system. The two-year study explicitly modeled the performance of green infrastructure to reduce basement backups, surface flooding, and the volume of water reaching the combined sewer system. The detailed modeling of the system explored various methods to model and quantify the performance and cost of green infrastructure within the City's existing intricate InfoWorks model. Key to the quantitative approach to evaluating the performance of "upscaling" green infrastructure at a broad scale, is the integration of optimization software, Optimizer, to evaluate over 500,000 potential combinations of both green and gray infrastructure solutions. Emily provided GIS analysis for the project and became trained in Optimizer software.

Central Baptist Green Infrastructure Design, Metropolitan St. Louis Sewer District (MSD), St. Louis, Missouri. MSD's Project Clear Rainscaping Large Scale Grants Program funded Geosyntec's design and engineering services to develop detailed BMP design drawings and supporting calculations for the implementation of the stormwater management features to the existing combined sewer infrastructure. Facilitated a watershed-based approach for evaluating the use of bioretention cells and tree trenches to capture and treat stormwater runoff to reduce the volume of runoff and improve water quality. Assisted in the design of bioretention cells and tree trenches and evaluating the proposed flow into the downstream storm sewer network.

Integrated Plan Development, City of Columbia, Columbia, Missouri. Performed cost analysis for stormwater management and erosion control improvements in the City of Columbia, Missouri including runoff treatment with structural BMPs, stream erosion restoration, Illicit Discharge Detection and Elimination

(IDDE) in waterways, MS4 program enhancement, and erosion control inspections at construction sites. Assisted in analysis for a financial capability study within the City for stormwater and sewer rates. Summarized results for the client with figures and graphics created from ArcGIS and Tableau.

Integrated Plan Development, City of Akron, Akron, Ohio. GIS analysis and data management for the City of Akron, Ohio Integrated Plan. Worked with engineers and graphic designer to map and spatially analyze dams, point sources, waterbody modeling grids, septic systems, and land use throughout the Cuyahoga River Watershed. Also performed hydrologic modelling of the Cuyahoga River Watershed, data support for the City SWMM model, and utilizing GIS to analyze financial capabilities. In collaboration with a graphic artist, created all map figures for all elements of the integrated plan.

Agricultural BMP and Sediment Transport Modeling, Pigeon River/River Raisin Watersheds, Michigan. Utilized Soil and Water Assessment Tool (SWAT) and ArcGIS to model the effect of different agricultural Best Management Practices (BMPs) on receiving water quality in the Pigeon River and River Raisin Watersheds. The project assessed the spatial placement of agricultural BMPs throughout the watersheds to best allocate funding resources.

Ottawa River Feasibility Study, City of Lima, Ohio. Performed hydraulic modeling of the Ottawa River. The project assessed attainable aquatic life uses in the Ottawa River within and downstream of the City of Lima. Utilized monitoring and survey data to create a hydraulic model to simulate dam removal for aquatic life attainment. Utilized survey data to build a 3D surface in Civil 3D and create cross sections in HEC-RAS.

Stream Restoration and Basin Retrofit, Hydraulic and Hydrologic Modeling, City of St. Peters, St. Peters, Missouri. Geosyntec was hired by the City of Peters, MO to provide design for several stormwater projects throughout the City. Project manager for multiple stormwater project sites including a stream restoration and three basin retrofits. Performed hydraulic and hydrologic modeling to support the design, including scour analysis. Coordinated with Geosyntec's ecological subcontractor on the development of vegetation plans for each project area. Assisted on the development of technical design drawings and specifications used for bid. Provided an engineering estimate of probable cost. Assisted on sediment and erosion control design. Performed quantity calculations for use in the bid document. Utilized Civil 3D, ArcGIS and SWMM to support design.



Specialties

- Stormwater Master Planning
- Soil Erosion and Sediment Control
- Green Infrastructure Design
- Hydrologic and Hydraulic Modeling

Education

M.S., Environmental Engineering, University of Iowa, Iowa City, IA, 2015

BS, Civil Engineering, University of Iowa, Iowa City, IA, 2013

Registrations and Certifications

Certified Professional in Erosion and Sediment Control in Training
Engineer in Training, State of Illinois

CAREER SUMMARY

Lee Hauser is a water resources engineer experienced in integrated modeling and stormwater planning and design. He has assisted in building hydraulic models to identify and analyze issues pertaining to stormwater flooding and using Geographic Information Systems and CAD to provide conceptual images of potential solutions. Additionally, he has provided design and engineering support services as identified stormwater management solutions go to construction. Lee's current responsibilities include hydrologic and hydraulic model development, GIS mapping and CAD drafting, green infrastructure design calculations and performance criteria analysis, National Pollutant Discharge Elimination System (NPDES) permitting compliance conformance, and drafting of reports and technical documents.

REPRESENTATIVE PROJECTS

Program Management Services for Stormwater Master Planning – Combined Sewer Area, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Assisted in developing a prioritization ranking system that was used to identify communities within the Greater Chicago area to be selected by MWRD to continue their innovative effort towards providing flood relief by providing program management services for an advanced Stormwater Master Plan program within the combined sewer area. Communities were prioritized based on their susceptibility to flooding and their need for financial support. Using ArcGIS and built-in software programs, selected communities were then screened to identify high risk flooding areas and opportunity areas where stormwater management practices can be implemented.

Green Infrastructure BMP Design (2 sites) – RES Projects, Metropolitan St. Louis Sewer District (MSD), Missouri. Project Manager for two sites that are part of MSD's Project Clear Rainscaping Large Scale Grants Program. Geosyntec is providing RES with design and engineering support services for green infrastructure systems that meet MSD's design requirements. Oversaw the following services; data collection and review of publicly available data, design basis development; preparation of interim design documents; preparation of construction and permit drawings; and permit applications and coordination.

MWRD Phase II Pilot Study – City of Chicago, MWRD, Chicago, Illinois. Staff engineer evaluating the potential for green infrastructure to reduce basement flooding within a 27-mile combined sewer area. The study is explicitly modeling the performance of green infrastructure to reduce basement backups, surface flooding, and the volume of water reaching the combined sewer system. The application of genetic algorithm optimization is being combined with GI unit processes models developed by Geosyntec to evaluate up to 500,000 potential alternatives.

Flood Control Projects, Stormwater Planning P22/P23 (Phase I and II), St. Peters, Missouri. Staff engineer who analyzed and screened major storm water infrastructure improvements to eliminate flooding along Jungermann Road and at the Boone Hills/Jungermann Road intersection. An existing conditions survey and stream assessment was conducted and included coordinating planned improvements with all impacted agencies, property owners, and the public. A hydrologic and hydraulic model and analysis of 40,000 alternatives was performed for the entire watershed study using a cloud-based optimization software to significantly reduce the potential cost of implementation. Assisted in performing hydraulic and hydrologic modeling to support the design and the development of technical design drawings and specifications used for bid, provided an engineering estimate of probable cost, and assisted on sediment and erosion control design.

Governor State Stormwater Master Plan, University Park, IL. Project manager in the development of an integrated stormwater master plan for Governor State University. The project included analyzing existing problem areas, engineering a hydraulic model for potential improvements, developing a conceptual map to illustrate the existing storm sewer network and areas with localized flooding and utilizing STEPL to determine pollutant loading based on land use and analyze various alternatives to estimate potential load reductions.

Richton Park Stormwater Master Plan, Village of Richton Park, IL. Project manager for developing a green infrastructure-based Master Plan for an undeveloped portion of the Village of Richton Park. Although a significant portion of the area the Village is interested in developing is floodplain, much of the floodplain is currently farm field and not particularly sensitive from an ecological perspective. Thus, there may be opportunities to reclaim portions of the floodplain located in areas that are desirable for development while restoring others. Geosyntec's responsibilities included developing a set of maps with ArcGIS to identify existing green infrastructure and natural resources, flood depth zone mapping, and ecological integrity zones that could be used to assist the community in identifying areas for future green infrastructure and enhance development potential.

Richton Park FEMA Regulatory Floodplain Model Review, Village of Richton Park, IL. Project manager for the review of the current FEMA regulatory floodplain and floodway model that assisted in the development of Richton Park's green infrastructure-based stormwater master plan. The review consisted of generating a hydraulic model based on partial model data used during the existing Flood Insurance Study and to analyze floodplain and floodway encroachment scenarios that

will be used to identify potential development areas.

St. Peters Calwood Stream Improvements and Condo Basin Retrofit, St. Peters, Missouri. Staff engineer designing basin improvements along Calwood Stream and at the St. Peters Condo. Assisted on multiple stormwater project sites including a stream restoration and three basin retrofits. Performed hydraulic and hydrologic modeling to support the design, including scour analysis, and preformed excel spreadsheet calculations to retrofit existing best management practices to detain the water quality volume and meet design standards from the Mid-America Regional Council Manual of Best Management Practices for Stormwater Quality.

Power Station Pond Closure, Hennepin, IL. Performed detailed hydrologic and hydraulic design calculations for the proposed cover for an ash pond closure and embankment stabilization. The calculations consisted of designing stormwater channels to safely convey runoff across proposed cover and identifying the appropriate rock sizes and vegetative cover required to protect the facilities embankment along the Illinois River. Additionally, assisted in developing a Stormwater Pollution Prevention Plan consisting of identifying types and the locations of appropriate erosion and sediment controls to reduce the 99 pollutants associated with construction activities from affecting the quality of stormwater discharge.



Specialties

- Water Quality Modeling
- Hydraulics and Hydrology
- Hydrodynamics
- Sediment and Contaminant Fate and Transport

Education

M.S., Environmental Engineering, University of Cincinnati, Cincinnati, Ohio, 2009

B.S., Civil Engineering, Punjab Engineering College, Chandigarh, India, 2007

Registrations and Certifications

Licensed Professional Engineer: Georgia No. 038543

Certified Floodplain Manager (CFM)

CAREER SUMMARY

Rishab Mahajan is a water resources engineer and principally involved in hydrodynamic, sediment transport and water quality modeling with a focus on regulatory permits and requirements, stormwater management, surface water system assessments, total maximum daily load (TMDL) development and implementation, and nutrient criteria limit development. He has 9 years of experience in the development and calibration of hydrodynamic and water quality models, including QUAL2k, Environmental Fluid Dynamics Code (EFDC), and Water Quality Analysis Simulation Program (WASP).

Rishab is currently leading the development of water quality model for 98 miles of the Fox River in support of the Fox River Implementation Plan (FRIP) and the watershed model for Mill Creek. He has also worked on several nutrient, watershed management, and sediment transport modeling projects.

REPRESENTATIVE PROJECTS

DuPage River Watershed Planning Support, DuPage River Salt Creek Workgroup (DRSCW). Invited participant for a half day workshop conducted by DRSCW to develop the scope of work for the Non-Point Source (NPS) Feasibility Analysis for DuPage River Salt Creek Watershed. Provided recommendations to DRSCW on several topics including water quality and nutrient loading models; urban NPS pollution sources and reduction strategies; water quality sampling for model calibration and validation; and expanding the Integrated Prioritization System (IPS) tool to include flow flashiness stressor.

Fox River Water Quality Model Update, Fox River Study Group (FRSG), Illinois. Project Manager leading the refinement of a water quality model for 98 miles of Fox River. The FRSG is a diverse coalition of stakeholders working together to assess water quality in the Fox River watershed. As part of that effort, the FRSG is implementing a long-term, phased work plan to eliminate water quality impairments due to nuisance algae, low dissolved oxygen (DO), diel DO swings, and high phosphorus concentrations. Leading the update of the HSPF model to include more spatial resolution and information from recent years. Updating and recalibrating the QUAL2K model to achieve model-data agreement. The model will be used to assess the alternatives such as dam removal, nutrient load reduction for improving the water quality in Fox River.

Mill Creek Watershed Planning Support, Chicago Metropolitan Agency for Planning (CMAP), Kane County, Fox River Study Group (FRSG), Illinois. Project Manager and Technical Lead for pollutant load modeling to inform nine elements required by USEPA for watershed based plan for Mill Creek, a tributary of the Fox River.

Project includes updating the Mill Creek HSPF model and also creating a prioritization framework for siting best management practices (BMPs).

Nutrient Assessment Reduction Plan (NARP) Workplan Development, Des Plaines River Watershed Workgroup (DRWW), Illinois. Technical Lead for development of preliminary workplan for Nutrient Assessment Reduction Plan (NARP) for the Des Plaines River. The purpose of the NARP is to identify phosphorus input reductions and other measures needed to help ensure that dissolved oxygen and offensive aquatic algae and aquatic plant criteria are met throughout a watershed.

Models to Assess Integrated Wastewater and Stormwater Planning to Improve Water Quality, City of Akron, Ohio. Lead Modeler. Developed a database and a Water Quality Model for Cuyahoga River, Little Cuyahoga River, Ohio Canal, and Camp Brook within the city limits. Applied the model to evaluate Integrated Plan alternatives as compared to the current combined sewer overflow (CSO) Long-term Control Plan. Directed the development of a database for hydrological and water quality data in the entire Cuyahoga River Watershed. Performed detailed analysis of these data to determine the impact of treated and untreated CSOs on *E. coli* levels in the waterways. The work supported the City's efforts to save \$300 million through modification of their federal consent decree.

Long-term Control Plan Update, City of Lancaster, Pennsylvania. Model Technical lead providing water quality support to the City's CSO team for implementation of a federal consent decree. Directed the development of development of a receiving water model for the assessing the impact of Combined Sewer Overflows on the City's waterway and alternatives analysis.

Illinois River Watershed and Tenkiller Ferry Lake Nutrient Transport Model Review, Northwest Arkansas Regional Planning Commission, Fayetteville, Arkansas. Project Engineer. Conducted a critical review of the HSPF model of the Illinois River Watershed and a 3-D EFDC model of Tenkiller Ferry Lake as part of a nutrient TMDL lead by the EPA. Analyzed expert opinions on the models, examined model files and ran models to evaluate various aspects of the modeling to determine their adequacy for determining nutrient sources in the watershed and examining various load reduction scenarios. Several major issues were found with feedback provided to the client and the EPA, who is currently revising the models.

Integrated Planning Alternatives Assessment, Confidential Client, Lake Erie Tributary. Performed water quality modeling to compare the improvements in beneficial use impairments (BUIs) of a major dam removal project as compared to enhanced high-rate treatment of CSO discharge.

TMDL Model Review & Hydraulic Model Development for the Ottawa River, City of Lima, Ohio. Worked on the development of a hydraulic model to evaluate whether dam modifications could improve attainment of aquatic life uses in the City. The information is part of a long-term regulatory strategy to establish the highest attainable uses for future development of achievable and effective NPDES permit limits.

TMDLs Development in WBIDs (Water Body Identification Numbers), Florida Department of Environmental Protection (FDEP). Modeler. Developed TMDLs in WBIDs located throughout Florida as part of a consent decree. Performed water quality analyses and modeling for DO, biochemical oxygen demand (BOD), nutrients, and fecal coliform. Initial tasks included assembling readily available water quality and flow data from Impaired Waters Rule 44 and preparing recommended technical approaches and water quality assessment/modeling tools to be used to develop the necessary TMDLs. Supported FDEP by preparing modeling tools for their use for TMDL development.

Florida Nutrient Standard Development, United States Environmental Protection Division (USEPA) – Headquarters. Water Quality Modeler. Set up and calibrated hydrodynamic (EFDC) and water quality models (WASP) for Choctawhatchee Bay and Tampa-Sarasota Bay Estuaries. Developed a Water Quality Loading Analysis Spreadsheet in Visual Basic for analyzing LSPC outputs and assisted in the development of water quality segments for Florida Estuaries based on the salinity gradient and other geomorphological considerations using ArcGIS spatial analyst. Compiled measured data into a database management system.

Georgia Comprehensive State-wide Water Management Plan, Georgia, Georgia Environmental Protection Agency. Watershed Modeler. Developed and calibrated a watershed model for the Upper Ocmulgee River Basin in Georgia for determining the assimilative capacity and compliance with the water quality standards as part of the Georgia state-wide water management plan.

Fate of Methanol in the Columbia River, EIR and Permitting Support, Northwest Innovation Works, Inc., Port of Kalama, Washington, Lead Modeler. Served as lead modeler for development of an (EFDC) model of the lower Columbia River to evaluate impacts of hypothetical methanol spills at several locations.



Specialties

- Stormwater & Urban Planning
- Hydrologic and Hydraulic Modeling
- Coding for Data Analysis
- Water Quality Modeling
- NPDES Permits

Education

- Ph.D., Civil and Environmental Engineering, University of Illinois at Chicago, Chicago, Illinois, 2019
- M.S., Urban Planning and Policy, University of Illinois at Chicago, Chicago, Illinois, 2014
- B.S., Architectural Engineering, Islamic University of Gaza, Gaza, Palestine, 2009

CAREER SUMMARY

Karoline Qasem is a water resources engineer experienced in integrated modeling and stormwater planning and design with a focus on watershed modeling and coding for data analysis. During her PhD studies, Karoline focused on large scale data analysis to investigate the effect of urban stream flooding on streams. Karoline has experience in multiple modeling platforms including QUAL2k, HSPF, BASINS, CORMIX and StreamMetabolizer. She specializes in geographic information system (GIS) analysis and programming in Python, and database management.

She was the modeling leader for the Mill Creek HSPF model, Kane County Illinois. She is the lead of data analysis committee in the Calumet Stormwater Collaborative at Metropolitan Planning Council.

REPRESENTATIVE PROJECTS

Program Management Services for Stormwater Master Planning – Combined Sewer Area, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Karoline assisted in MWRD stormwater master plan to continue their innovative effort towards resolving flooding issues by providing program management services for an advanced Stormwater Master Plan program within the combined sewer area. More specifically, Karoline assisted in large scale data collection and created a database for any planning effort in communities within MWRD service areas. Also, she assisted in identifying innovative techniques to solve flooding issues locally and nationally. This database and work supported the decision making for community prioritization. Communities were prioritized based on their susceptibility to flooding, their need for financial support. Using ArcGIS and built-in software programs, selected communities were then screened to identify high risk flooding areas and opportunity areas where stormwater management practices can be implemented. In addition, Karoline assisted in developing individual study profiles ArcGIS maps.

Mill Creek Watershed-based Planning Project, Chicago Metropolitan Agency for Planning (CMAP), Kane County, Illinois. Karoline was the project manager assistant and modeling lead to support a watershed-based plan in the Mill Creek, tributary of Fox River. Project included developing a Hydrologic Simulation Fortran model and creating a prioritization framework for best locating BMPs.

IMPLEMENTATION PLANNING

Nutrient Assessment Reduction Plan (NARP) Workplan Development, Des Plaines River Watershed Workgroup.

Technical assistant for development of preliminary workplan for Nutrient Assessment Reduction Plan (NARP) for the Des Plaines River. Karoline worked on analyzing all available water quality, watershed characteristics, and any available data that can be used in future modeling. This analysis included online research and data download and cleanup using Python coding and scripting along with ArcGIS spatial analysis and mapping.

Long-term Control Plan Update, City of Lancaster, Pennsylvania. Model Technical assistant providing water quality support to the City's CSO team for implementation of a federal consent decree. Directed the development of development of a receiving water model for the assessing the impact of Combined Sewer Overflows on the City's waterway and alternatives analysis.

PROFESSIONAL GROUPS

Calumet River Stormwater Collaborative (CSC), Metropolitan Planning Council, Illinois. Karoline is the modeling committee lead in the CSC. She is supporting the planning efforts to resolve non-overbank flooding in the Calumet region. She was involved in developing the final plan document including defining the goals and activities. She helped in need assessment for a Baseline Inventory for existing green infrastructure in the region.

RESEARCH

The Effect of Urbanization, Flood Event and Dam Removal on Stream Metabolism, PhD research. As part of her PhD research, Karoline analyzed the effect of flood events in multiple urban sites Cook and DuPage Counties. The research included identifying the flashy hydrology and increased runoff in urban environments. Karoline analyzed large scale water quality and urban characteristics data in the area to determine the relevant factors affecting increased runoff in urban streams that alters stream health. This analysis involved using coding and scripting using MATLAB.



CAREER SUMMARY

Ms. Tiwari is a Staff Professional with Geosyntec in the Chicago, Illinois office. Ms. Tiwari has over one year of industry experience focusing on Hydrologic and Hydraulic Modelling, stormwater management, best management practice design, sediment and erosion control design, drafting of reports and technical documents. She has experience with industry-specific software, such as HEC-RAS, HEC-HMS, ArcGIS, EPA SWMM and AutoCAD. Ms. Tiwari's current responsibilities include H&H modelling, best management practice design, sediment and erosion control design, and drafting of reports and technical documents and GIS maps and figures. Relevant project experience is listed below.

Specialties

- Hydrologic and Hydraulic Modeling
- Stormwater Management
- Soil Erosion and Sediment Control
- BMP Design
- GIS Applications

Education

MS, Civil Engineering, University of Illinois, Chicago, Illinois, 2018

B.Tech., Civil Engineering, National Institute of Technology, Surat, India, 2015

REPRESENTATIVE PROJECTS

Knox County Stormwater Program Review, Knox County, Tennessee. Ms. Tiwari assisted in reviewing key elements of the Knox County stormwater program to better understand where Knox County's program lies in terms of stormwater and floodplain management requirements compared to its regional counterparts. She reviewed stormwater design manuals and regulations, ordinances and MS4 requirements for Knox County and Hamilton County. She performed data gathering and compilation works for the Knox County Stormwater Program Review Project.

General James M. Gavin Power Plant, Residual Waste Landfill Expansion, Gavin Power, LLC, Gallia County, Ohio. Ms. Tiwari assisted in developing a Stormwater Pollution Prevention Plan in conformance with the local requirements and the General Permit for the Gavin Power Plant Residual Waste Landfill Expansion. She also assisted in preparation of the calculation package to support sediment and erosion controls used in SWPPP.

Village of Richton Park, Hickory Creek LOMR, Cook County, Illinois. Ms. Tiwari assisted in preparation of a Letter of Map Revision. The effort consisted of revising hydraulic and hydrologic models based on additional survey data obtained. The model is prepared to support the LOMR application. She assisted in writing the LOMR report and filling out MT-2 forms.

Bulldog Cartage, Illinois. Ms. Tiwari developed a HEC-RAS 2D model for Bulldog Dam Breach analysis. She completed the Hazard Potential Category Assessment (HPCA) required per Section 3702.30 of the Illinois Administrative Code, Title 17, Part 3702, Chapter I, Subchapter h. She used GIS desktop analysis to inform the parameters for the Dam breach analysis. She also provided support in preparing a memorandum.

CTLC Lemont Facility, Lemont, Illinois. Ms. Tiwari collaborated to create a Stormwater Pollution Prevention Plan for a bulk storage facility in Lemont, IL. She created a facility Stormwater Pollution Prevention Plan (SWPPP), including a detailed site map.

Nepal Coffe Dam, Nepal. Ms. Tiwari performed desktop review of a Coffe Dam located in Nepal. The desktop review was performed to identify any shortcomings in design that could have led to the Dam failure.

Tejon Mountain Village CLOMR, California. Ms. Tiwari collaborated to create a duplicate effective model using HEC-2 output. She assisted in development of existing condition, proposed condition 2D models. She prepared a CLOMR report for the hydrologic and hydraulic analysis and assisted with filling out MT-2 forms and putting together GIS exhibits to support the CLOMR application.

Green Infrastructure Design, Catholic Charities and Central Baptist Church, St Louis, Missouri. Ms. Tiwari assisted in designing green infrastructure for the Catholic charities and Central Baptist Church in St. Louis Missouri. She assisted with GIS analysis, preparing calculation package, and reports.

MVP Southgate, Extension of Gas Pipeline, Rockingham County, North Carolina. Ms. Tiwari assisted in design of the sediment and erosion control plan for extension of the gas pipeline across Rockingham County, NC. She assisted in the design of sediment and erosion control best management practice, and in preparation of construction documents using Civil3D.

TriCore Wetland Exhibit, Itasca Country Club, Itasca, Illinois. Ms. Tiwari prepared wetland exhibits for a site on Itasca Country Club. The GIS effort included preparation of Location Map, National Wetland Inventory, DuPage County Wetland Inventory, Soil Survey, Flood Insurance Rate Map, USGS Topographic Map and Aerial.

Program Management Services for Stormwater Master Planning – Combined Sewer Area, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Ms. Tiwari assisted in shortlisting Year 2 individual study profiles (ISPs) based on Flood Susceptibility Index, Equalized Assessed Value, Economically Disconnected Area, existing stormwater master plans, previous MWRD projects in the study area and municipality survey results. She also assisted in preparing exhibits and drafting reports.



Specialties

- Rivers/Streams Flow Monitoring
- Stormwater BMP Performance
- Clean Water Act (CWA)
- Aquatic Macroinvertebrate Assessments
- Water Quality Monitoring
- Fish Community Surveys
- Whole Effluent Toxicity Testing

Education

B.S., Natural Resource Management, Lincoln University-Jefferson City, 2007

Permits and Trainings

Missouri Scientific Collector
PADI Open Water Diver

CAREER SUMMARY

Mr. Luebbering is a Project Scientist in Geosyntec's Jefferson City, Missouri office, with more than 12 years of experience in performing aquatic biological assessments and data analyses, water quality monitoring and sampling, hydrological data collection, and natural resource management in support of watershed planning/evaluation, endangered species restoration/protection, water quality modeling/decision-making and Missouri NPDES permit requirements.

REPRESENTATIVE PROJECTS

Hinkson Creek Macroinvertebrate Data Mining, Boone County and CAM Partners, Columbia, Missouri. Project Manager for the evaluation of macroinvertebrate and water quality data from the Hinkson Creek. Hinkson Creek is considered an impaired waterbody due to depressed aquatic community metrics. The project scope is to evaluate relationships between the aquatic community, physical and chemical data in order to identify existing or potential stressors contributing to the impairment. In his role Mr. Muenks is overseeing data evaluation efforts and reviewing work products.

Missouri and Mississippi Rivers Outfall Surveys, Metropolitan St. Louis Sewer District, St. Louis, Missouri. As field team leader, Mr. Luebbering assisted in design and implementation of mixing zone surveys of the MSDs wastewater treatment outfalls on the Missouri and Mississippi River. Mixing zone surveys at each outfall were developed to characterize each unique outfall scenario given the river location, outfall configuration, and existing nearby waterway structures. More than 1,000,000 geo-referenced data points were collected around the outfalls for bathymetry and velocity vector and strength to characterize effluent mixing during critical low-flow river conditions. Velocity vector and strength data also guided open-water diving efforts by identifying critical and safe areas for freshwater mussel evaluations.

Hinkson Creek Water Quality Monitoring, University of Missouri, Columbia, Missouri. To characterize water quality and bacterial conditions of Hinkson Creek as it flows through the City of Columbia, Missouri, Mr. Luebbering developed and implemented an intensive recreational season water quality monitoring study characterizing bacteria concentrations and flow quantity in Hinkson Creek and its tributaries. Mr. Luebbering lead and trained field crews to conduct routine water quality and quantity monitoring and summarized the study findings. Stream flows were quantified using an acoustic doppler velocimeter instrumentation.

Boone County Hinkson Urban Retrofit, Boone County, Columbia, Missouri. Mr. Luebbering provided BMP monitoring assistance to a variety of designed BMP's within the City of Columbia and Boone County, Missouri. In addition to BMP monitoring, Mr. Luebbering provided technical data analysis on BMP effectiveness at removing urban stormwater pollutants, managed continuous BMP data, and pro-

vided QA/QC assistance in review of field and laboratory data and assisted in reporting of data to Boone County as part of their EPA Section 319 grant submittal.

Site-Specific Dissolved Oxygen Criteria, Bioassessment Monitoring Study, and Variance Renewal, City of Blue Springs, Missouri. As field manager, Mr. Luebbering coordinated and performed in-stream continuous water quality monitoring and sampling, stream habitat characterization, stream macroinvertebrates and fish community data collection and analyses at Sni-A-Bar Creek (test stream) and East Fork Crooked River (EDU-reference stream). The purpose of the study was to renew the City's existing EPA-approved dissolved oxygen (DO) variance for the wastewater treatment facility (WWTF). Continuous water quality, sediment oxygen demand, and stream biological community assessment tools used to evaluate in-stream conditions. In-stream studies confirmed the WWTF is compliant of the original dissolved oxygen variance and aquatic communities met the biological criterion of the EDU reference stream. The Missouri Department of Natural Resources reissued the DO variance based on the project findings.

Lake Water Quality Monitoring and Assessment, Lake of the Ozarks, Missouri. Lake Ozark Watershed Alliance (LOWA) retained the services of Geosyntec Consultants to develop and conduct a water quality investigation to assist with evaluating the success of the *LOWA LILS for a Healthy Lake Project*, an EPA Section 319 Grant. Project manager coordinating efforts of more than a dozen volunteers for two years collecting nutrient and bacterial samples spread over 20 lake miles. Trained volunteers for valid sample collection without professional supervision. Collected supplemental water quality and optical brightener data to identify anthropogenic influences and aid in validating and reporting data and obtaining regulatory agencies' acceptance. The project successfully identified differences in water quality of coves serviced by varying wastewater treatment systems to help guide future planning efforts in the lake area.

Hickory Creek Watershed Plan Development, Chicago Metropolitan Agency for Planning, Illinois. As staff scientist, Mr. Luebbering conducted the first portion of the Hickory Creek watershed reconnaissance developed through the Chicago Metropolitan Agency for Planning and the Hickory Creek Watershed Planning Group. To do this, he followed the protocols established through the Urban Sub-watershed Restoration Manual Series. Following the guidelines of the Unified Stream Assessment, he conducted a watershed resource inventory for channel erosion, sediment deposition, best management plan (BMP) implementation, stormwater management systems, impacted riparian buffers, stream crossings, trash and debris,

channel modifications, and utility impacts for Hickory Creek and its tributaries.

Water Quality Monitoring and Regulatory Support, Metropolitan St. Louis Sewer District (MSD), St. Louis, Missouri. Field Manager for monitoring and regulatory support efforts to assist MSD in addressing precipitation driven water quality issues. Since 2008, Cody has conducted intensive, annual water quality monitoring to support MSD in developing strategies to resolve sanitary and combined sewer overflows. Field activities include conducting extensive monitoring on urban streams and the Mississippi and Missouri Rivers. Specialized equipment and sampling techniques are used on the large rivers to protect the safety of sampling crews and enhance the quality and representativeness of the data collected. Regulatory support activities include review of stream impairments, TMDL development support, BMP evaluations and other special studies. Geosyntec recently (2016 – 2017) assisted MSD with an evaluation Missouri's proposed numeric nutrient criteria for lakes which were approved by EPA in December 2018.

Federal Energy Regulatory Commission (FERC) Relicensing and 401 Water Quality Certification, Ameren Missouri, Bagnell, Missouri. As Project Manager, Mr. Luebbering has collected and effectively managed more than 10 years of macroinvertebrate data/community metrics collected from multiple locations in the Osage River below Bagnell Dam. Macroinvertebrate data collection and analyses were conducted in accordance with established Missouri protocols. Mr. Luebbering also manages Ameren's ongoing water quality monitoring and compliance program by reviewing, compiling, validating and reporting water quality data collected by Ameren. Water quality and aquatic macroinvertebrate community data are used to assess performance and compliance with Missouri Water Quality Standards and the 401 Water Quality Certification per the FERC license agreement

Biological Assessment of Little Vermillion River, Carus, LaSalle, Illinois. Provided aquatic biology experience and water quality data collection in support of the biological assessment of the Little Vermillion River near LaSalle. Mr. Luebbering collected aquatic macroinvertebrates, fish, water quality, discharge data and habitat characterization data on the river. Several species of predatory fish and sport fish of harvestable sizes were collected for tissue analyses. Data collected went to establish a biological impact characterization imposed on the Little Vermillion River.

Columbia Water Treatment Plant Residuals Study, Carollo Engineers, Columbia, Missouri. Water Quality Scientist. Assisting Carollo Engineers in development and implementation of a Missouri River monitoring plan to evaluate the necessary treat-

ment technology to permit a lime residual discharge to the Missouri River that meets the state numeric and narrative water quality standards. Consisted of a Missouri River water quality and hydrological characterization along with characterization of existing lime residuals waste streams and the mixing characteristics with the Missouri River.

V.C. Summer Nuclear Station, Jenkinsville, South Carolina.

Field Manager. Mr. Luebbering collected continuous temperature and level data along with bathymetry and velocity profile data using an acoustic doppler current profiler on Monticello Reservoir. Data collected went in support of a computational fluid dynamic model (CFD) to evaluate thermal discharge mixing characteristics of the facility as part of the Clean Water Act Section 316 (a) permit requirements.

Ottawa River Feasibility Study, City of Lima, Lima, Ohio.

Water Quality Scientist. Setup and implemented six real-time hydrological gaging stations along the Ottawa River in Lima, Ohio to assess drinking water intakes and evaluation of alternatives for dam and channel modifications to improve the biological community in the Ottawa River.

Conservation Effects Assessment Project, Environmental

Resource Coalition, Northern Missouri. Mr. Luebbering served as a field technician in the collection of stream discharge data for a Conservation Effects Assessment Project. Stream discharge data was collected at three continuous monitoring sites included a variety of hydrological conditions and multiple discharge methods. Discharge measurements went to support development of rating curves for automated sampling equipment.

APPENDIX D
Registration and Licensing and Insurance Certificates



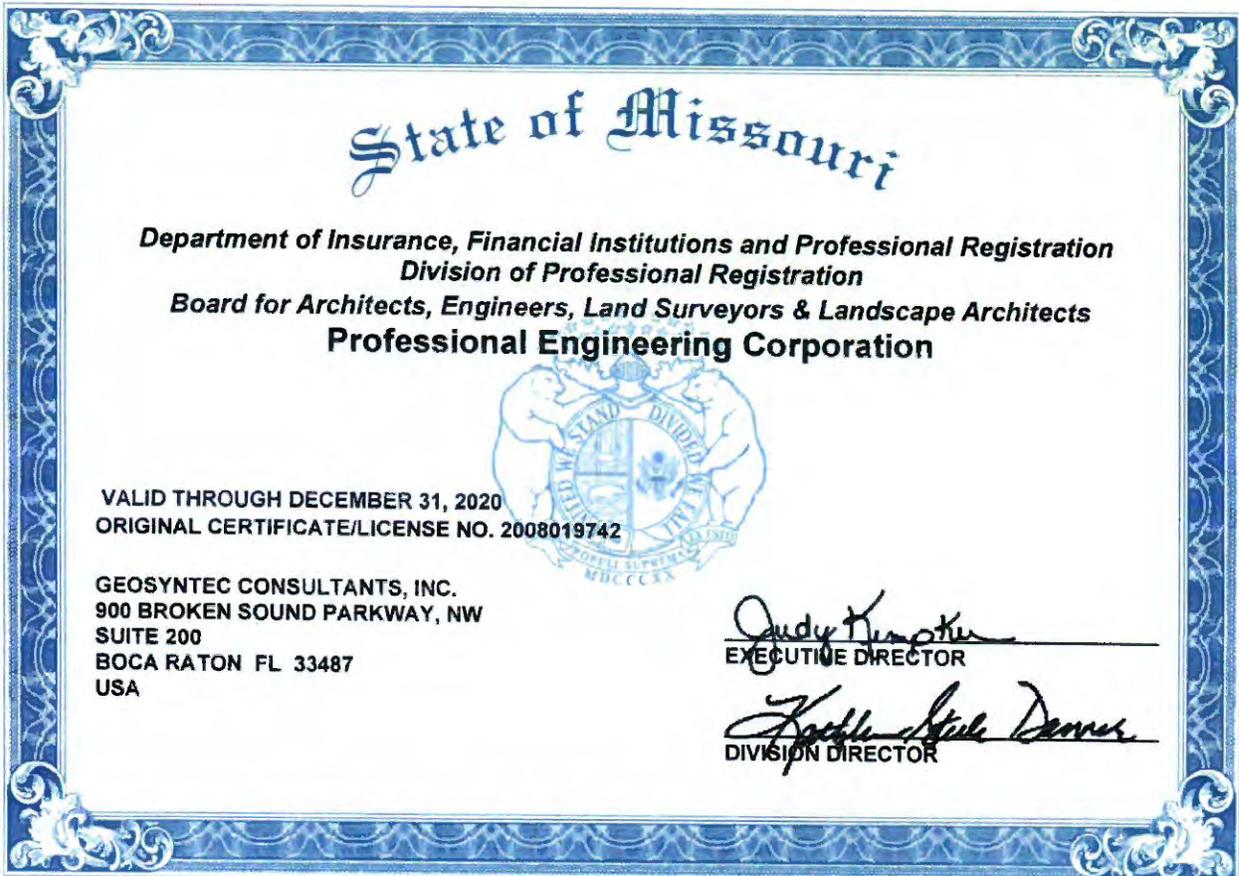
State of Missouri

Division of Professional Registration
Professional Engineering Corporation



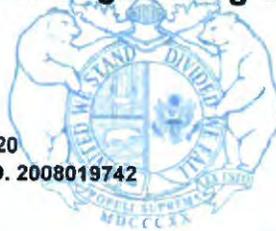
VALID THROUGH DECEMBER 31, 2020
ORIGINAL CERTIFICATE/LICENSE NO. 2008019742
GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PARKWAY, NW
SUITE 200
BOCA RATON FL 33487
USA

GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PARKWAY, NW
SUITE 200
BOCA RATON FL 33487
USA



State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Engineering Corporation



VALID THROUGH DECEMBER 31, 2020
ORIGINAL CERTIFICATE/LICENSE NO. 2008019742

GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PARKWAY, NW
SUITE 200
BOCA RATON FL 33487
USA

Judy Kinoshita
EXECUTIVE DIRECTOR

Kathleen Stule Deener
DIVISION DIRECTOR

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

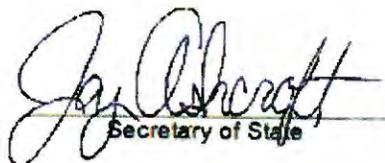
GEOSYNTEC CONSULTANTS, INC.

using in Missouri the name

GEOSYNTEC CONSULTANTS, INC.
F00884661

a FLORIDA entity was created under the laws of this State on the 27th day of March, 2008, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of June, 2018.


Secretary of State



Certification Number: CERT-06012018-0073

APPENDIX E

Required Forms: 1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions; 2) Certification Regarding Lobbying; and 3) Work Authorization Certification and Geosyntec's E-Verify Memorandum of Understanding

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Paul J. Sabatini, Vice President

Name and Title of Authorized Representative

Paul J. Sabatini

Signature

Nov. 4, 2019

Date

(The vendor should complete and return with the response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paul J. Sabatini
Vendor Signature

Nov. 7, 2019
Date

Paul J. Sabatini, Vice President, Geosyntec Consultants, Inc.

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

County of DuPage)
)ss
State of Illinois)

My name is Paul J. Sabatini. I am an authorized agent of Geosyntec Consultants, 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 hereto.

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

Paul J. Sabatini Nov. 4, 2019
Affiant Date

Paul J. Sabatini, Vice President

Printed Name

Subscribed and sworn to before me this 4 day of November, 2019

TERRI EDER
Notary Public





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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and Geosyntec Consultants, Inc. (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



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ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



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exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of



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E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment



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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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

- a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation



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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

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

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



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verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



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interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;



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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU



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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party



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for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



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may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Geosyntec Consultants, Inc.	
Name (Please Type or Print)	Title
Jennifer Plauche Brown	
Signature	Date
Electronically Signed	06/12/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	06/12/2018



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Geosyntec Consultants, Inc.
Company Facility Address	900 Broken Sound Parkway, NW Suite 200 Boca Raton, FL 33487
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	592355134
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



Company ID Number: 1313958

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

Name Monica Krueger
Phone Number (561) 922 - 1112
Fax Number (561) 922 - 1101
Email Address mkrueger@geosyntec.com

Name Michelle Bowers
Phone Number (561) 922 - 1049
Fax Number (561) 922 - 1101
Email Address mbowers@geosyntec.com

Name Jennifer Plauche Brown
Phone Number (561) 922 - 1005
Fax Number (561) 922 - 1101
Email Address jbrown@geosyntec.com



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COUNTY OF BOONE, MISSOURI

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ)
For
TECHNICAL ASSISTANCE FOR 9-ELEMENT PLAN for the
GREATER BONNE FEMME WATERSHED**

RSQ # 20-07NOV19

**Statement of Qualification Submittal Deadline:
2:00 P.M. CST on Thursday, November 07, 2019**

*Insertion Date Paper: Sunday, October 06, 20119
COLUMBIA MISSOURIAN*

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

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



NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

For TECHNICAL ASSISTANCE FOR 9-ELEMENT PLAN for the GREATER BONNE FEMME WATERSHED

1. Introduction and Background:

- 1.1 The Boone County Purchasing Department is accepting sealed responses to this Request for a Statement of Qualifications on behalf of the Boone County Resource Management Department. All references to this Request for a Statement of Qualifications (RSQ) should refer to the following:

**RSQ #: 20-07NOV19 – Technical Assistance For 9-Element Plan for the
Greater Bonne Femme Watershed**

- 1.2 Organization: This document, referred to as a Request for a Statement of Qualifications (RSQ), is divided into the following parts:

- 1) Introduction and Background
- 2) Scope of Work
- 3) Response Submission Information
- 4) Vendor Statement of Qualifications Response Page(s)
- 5) Certification Regarding Debarment
- 6) Certification Regarding Lobbying
- 7) Work Authorization Certification
- 8) "No Response" Form
- 9) Boone County Standard Terms and Conditions

1.3 Submission Instructions:

- 1.3.1 Delivery of Responses: Sealed responses will be received at the Boone County Purchasing office until the response submission deadline indicated.
- 1.3.2 Response Deadline: All responses must be **delivered before 2:00 P.M. Central Time on Thursday, November 07, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

- 1.3.3 The County will not accept any responses received after 2:00 P.M.
Late responses may be returned unopened if the vendor requests within ten (10) business days after RSQ opening. All returns will be made at the vendor's expense.
- 1.4 Sealed Responses Required: Statement of Qualifications responses must be submitted in a sealed envelope identified with the RSQ number and date of closing. List the RSQ number on the outside of the box or envelope and note "Response to RSQ# 20-07NOV19 enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.5 If the offeror chooses not to submit a response, please return the enclosed *No Response Page* and note the reason.
- 1.6 This Request for a Statement of Qualifications is available in the Purchasing Department and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymn.org.
- 1.7 Responses to this RSQ will be posted at <https://www.showmeboone.com/purchasing/bids/>.
- 1.8 Background:
- 1.8.1 The Bonne Femme and Little Bonne Femme Creeks, along with their tributaries, in southern Boone County are the focus of this project. These tributaries include Bass Creek, Turkey Creek, Fox Hollow Branch, Smith Branch, Devil's Icebox Branch, Gans Creek, Clear Creek, and Mayhan Creek. The Greater Bonne Femme Watershed (GBFW) geographic area comprises 92.4 square miles. Major land uses include row cropping, livestock grazing, residential development, and recreation.
- 1.8.2 The watershed has several Outstanding State Resource streams combined with sensitive karst areas that are extremely vulnerable to water quality degradation. Because the watershed is an attractive area near the rapidly growing cities of Columbia and Ashland, population growth over the last ten years has increased at a rate of 40%, and high growth rates are anticipated over the next few decades. Losing stream hydrology is a particularly important aspect of the watershed. Surface stream water, originating from the glacial upland areas, infiltrates directly into cave streams, as exemplified by the streams in Devils Icebox and Hunters Caves. Therefore, surface land-use and management practices have a direct impact on the water quality of the cave streams and their unique ecology.
- 1.8.3 Major threats to stream and water quality include the collapse of stream banks; deforestation of riparian areas; microbial contamination from on-site sewage systems; sediments, nutrients and pesticides in stormwater runoff from residential,

commercial, and industrial sites; animal wastes in stormwater runoff from pastures; and sediments, nutrients, and pesticides in stormwater runoff from row crops.

- 1.8.4 Streams within the watershed have also been shown to have *E. coli* bacteria levels in excess of current whole-body contact standards. Currently there are five streams in the Greater Bonne Femme Watershed that are on the Clean Water Act Section 303(d) list of impaired waters for exceeding the *E. coli* bacteria water quality standard (Little Bonne Femme – Water Body Identification number [WBID] 1003; Gans Creek – WBID 1004; Bonne Femme – WBID 753; Turkey Creek – WBID 751; Bass Creek WBID 752). Without proper planning, future development will further degrade water quality of streams within the watershed.
- 1.8.5 A general watershed plan was completed for the Bonne Femme watershed in 2007 that provided goals and recommendations to preserve the sensitive karst area, encouraged low-impact development best management practices (BMPs) and maintain clean water without disrupting economic development (at www.cavewatershed.org). The plan was approved by Boone County, the city of Columbia, and the city of Ashland.
- 1.8.6 Although the current plan has created changes in the watershed, a plan with more information about pollutant sources, affected communities, and pollutant load reductions is needed to effectively protect the watershed and reduce pollutant loads to the stream. The 2007 Plan will be used as a guide in developing an EPA nine element Watershed Based Plan (WBP) for the GBFW.
- 1.9 Funding: This project is partially funded by an Environmental Protection Agency Section 319 Nonpoint Source Grant through the Missouri Department of Natural Resources; federal dollars comprise 49% of the total project funding, for a total of \$75,786 in federal funds; only a portion of the federal funds have been budgeted for completion of the proposed contract.

2. Scope of Work

- 2.1 General Requirements: The contractor shall provide technical assistance, reporting and other support as described herein to the County of Boone and its partners. The County and partners must be kept apprised of project progress and will provide input into the process as needed. The contractor shall perform as directed by the County. The contractor shall perform watershed modeling to incorporate all available necessary data (including pollutant loading/load reduction information) in order to identify the optimal BMPs and the critical areas for their implementation in the watershed with the goal of achieving appropriate bacteria load reduction over time to bring the impaired streams into compliance with water quality standards (WQS). Modeling efforts must provide specific maps and information necessary to the completion of the Greater Bonne Femme 9-element WBP, including but not limited to requirements relating specifically to elements (a) through (c) herein (see paragraph 2.7.4).

- 2.2 Stage/Discharge Rating Curves: The County and partners are working to develop stage/discharge rating curves for three watershed streams. If completed in time for this project, the rating curves will potentially be integrated with MoDNR's load duration curves for bacteria for the watershed's impaired streams. The County maintains three gauging stations on streams in the watershed – on Turkey Creek at Tom Bass Road, on Little Bonne Femme Creek at Woodie Proctor Road, and on Bonne Femme Creek at Andrew Sapp Road. The contractor shall use the stage data from these stations in combination with cross-sections calculated at designated points in the streambed below the stations to calculate rating curves for the streams. High flow point data collection is still needed to complete the rating curves. As a first priority, the contractor shall collect the high flow points to complete the rating curves. The work on the rating curves shall be done as quickly as weather and flows permit after the contract is signed.
- 2.3 Current Loading and Load Reduction Calculations: The contractor shall work closely with the modeling team in the TMDL Unit at the Missouri Department of Natural Resources as they perform modeling work for *E. coli* loading related calculations. A meeting with TMDL staff will be scheduled for early in the contract period that the contractor shall attend at no additional cost to the County. TMDL staff will create a load duration curve (LDC) document that will include LDCs, current loading, necessary load reductions and a first cut identification of critical areas for BMP implementation for each of the watershed's five impaired streams. Loading/load reduction calculation methods will use the recently developed flow rating curves and/or alternative flow determination methods acceptable to EPA (e.g. reference stream, EPA developed flow estimation method, etc.). Reasonable load reduction milestones over time shall be estimated by the contractor after current loading and necessary load reductions have been calculated. The ultimate objective shall be to reduce bacteria loading to the point where the water quality standard for *E. coli* is not exceeded in any of the impaired streams in the GBFW.
- 2.4 Watershed Modeling: The contractor shall use the loading/load reduction needs information provided by MoDNR TMDL staff, as well as any other necessary data sources, in watershed modeling to determine critical areas for BMP implementation and optimal BMP selection in order to achieve WQS in all watershed streams. Modeling shall be adapted as needed to be used in the development of the Bonne Femme nine element WBP. A detailed sensitivity analysis was developed during the Section 319 grant process in the GBFW which concluded in 2007. Using the sensitivity analysis and other applicable methods, the contractor shall help the County and partners to identify areas in the watershed that are particularly sensitive to erosion and runoff. These areas would be likely sources of bacteria loading from the landscape and will be designated as critical areas. Specific nonpoint sources of *E. coli* pollution shall be identified and mapped by the contractor. Critical areas for BMP implementation shall be mapped, with prioritization shown. Once critical areas are identified, the contractor shall identify BMPs that could be installed or implemented to optimally address the stream impairment. The contractor shall understand and agree that potential BMPs include but are not necessarily limited to the following: BMPs to reduce agricultural *E. coli* loading into watershed streams (terraces, border strips, livestock exclusion and alternate water sources, cover crops, etc.) and BMPs to reduce human *E. coli* loading into watershed streams (upgrade of septic systems, cleaning of septic tanks, etc.). Rationalization of BMP selection as optimal for

E. coli mitigation in the watershed must be provided by the contractor.

2.4.1 The contractor shall also use modeling to quantify the water quality benefits/impacts of BMPs and prioritize their installation on the landscape according to predicted pollutant removal effectiveness as determined by the model. Modeling must estimate the pollutant load reductions expected from BMP implementation within the identified critical areas in order to demonstrate that the prescribed BMP implementation will improve water quality to the extent that all streams will meet WQS for *E. coli*. With the aforesaid in mind, the contractor shall employ due diligence in selection of an appropriate application for watershed modeling.

2.4.2 In addition to addressing *E. coli* through modeling and BMP implementation, the contractor shall use an appropriate watershed model, such as STEPL or SWAT, to propose BMPs in the previously identified critical areas that will reduce sediment and nutrient (i.e., nitrogen and phosphorus) transport to streams in the GBFW. The contractor shall evaluate the effectiveness of BMPs by simulating nutrient and sediment loading before and after BMP implementation using the watershed model to provide quantification of current pollutant loads and load reductions as a result of BMP implementation. The contractor shall do a stream analysis to identify watershed areas where streambank erosion and riparian corridor degradation are concerns. Final prioritization of BMP selection and of critical areas for BMP implementation should put strongest emphasis on addressing the *E. coli* impairments, with a secondary emphasis on also optimizing sediment and nutrient load reduction.

- 2.5 Quality Assurance Project Plan Development – Draft Due One Month After Contract Award: The contractor will develop a Quality Assurance Project Plan (QAPP) to describe the use of secondary data and the modeling process that will achieve results that are complete, repeatable and verifiable. Federal funding for this project requires the QAPP be developed to meet EPA standards and must be approved by MoDNR. A draft QAPP shall be submitted to the County Resource Management Department no later than within one (1) month after the contract award date or by the first meeting with MoDNR TMDL staff, whichever is earlier. QAPP development resources are available to the contractor on request.
- 2.6 Plan Development Meetings: The contractor shall also attend meetings with the County and partners as necessary to assist with plan development at no additional cost to the County.
- 2.7 Reporting Requirements – Due in Six (6) Months After Contract Award: All analysis and reporting shall be completed by the contractor and submitted in final written form to the Boone County Resource Management Department no later than within six (6) consecutive months after the contract award date. The contract award date shall be determined when the Boone County Commission signs the contract, i.e., after the pre-qualification process and after the County's acceptance of project pricing. Project pricing shall be subject to negotiation at the discretion of the County between the pre-qualified

vendor(s) and the County subsequent to pre-qualification. The terms for negotiation will be presented by the County after the pre-qualification process has been completed.

- 2.7.1 The contractor shall understand and agree that all data collected, and any models or output from running models as part of this project shall be submitted to the County and shall belong to the County and EPA after completion of the contract and shall be considered public information.
- 2.7.2 Both the interim and final written reports shall be submitted to the Resource Management Department in digital format usable by the County (i.e., the format shall not require use of programs or platforms employed by the contractor).
- 2.7.3 Interim Report -- Due in Three (3) Months: An interim report must be submitted to the County Resource Management Department no later than within three (3) consecutive months of the contract award date. The interim report shall at minimum address progress achieving the deliverables listed below for the final report.
- 2.7.4 Final Report: The final report must be submitted in written and digital format no later than within six (6) consecutive months of the contract award date to the County Resource Management Department. The final report shall include but not necessarily be limited to all specifications listed above, including the following detail:
 - a. Watershed model of flow, discharge and pollutant loading including all five impaired streams based upon stage, cross-sectional area and flow data from Turkey, Bonne Femme and Little Bonne Femme Creeks and alternate methods of flow estimation as needed.
 - b. Load duration curves for Bonne Femme, Little Bonne Femme, Turkey, Gans, and Bass Creeks.
 - c. A map of critical areas for BMP implementation to optimize pollutant loading reduction identified by the use of the existing sensitivity analysis and other methods, and with enough specific and base information to adequately target BMP implementation.
 - d. A list of recommendations for best management practices corresponding to the critical areas identified with the understanding that installation of best management practices by private landowners in the greater watershed is voluntary. Coordinating the best management practices chosen with available cost-share practices from Natural Resource Conservation Services, Boone County Soil and Water Conservation District, and the Missouri Department of Conservation would be ideal.
 - e. Watershed modeling projections before and after installation of recommended best management practices on the landscape. This watershed modeling will assist the contractor in prioritizing the BMPs most applicable to bacteria loading in the impaired streams.

- f. A timeline of implementation milestones that will move the watershed from present conditions (five impaired streams) to a scenario with all five streams in compliance with water quality standards for *E. coli* bacteria.
- g. The final report shall include content sufficient to adequately address all of the specific criteria listed for elements a through c in EPA's 9 Element Watershed Based Plan Checklist (**Attachment 1**). Elements a-4, 6, 7 and c will be the sole responsibility of the contractor.

2.8 Other Tasks: The contractor shall also perform the following tasks:

- 2.8.1 Attend meetings as deemed necessary by the Technical Advisory Team members to assist with plan development.
- 2.8.2 Conduct a final report presentation to the Technical Advisory Team and Steering Committee to conclude the analysis process and document items included in the final watershed plan.

3. Response Submission Information:

3.1 Interested firms/individuals should submit an original, sealed response that includes three (3) printed copies, and an electronic copy on a removable storage stick or similar media to:

Liz Palazzolo
Senior Buyer
613 East Ash, Room 109
Columbia, Missouri, 65201

Due Date: Responses are due in the Boone County Purchasing Department **by 2:00 P.M. CST, on Thursday, November 07, 2019.**

3.1.1 The County has provided Response Pages as part of the RSQ. The vendor is advised to provide at minimal the information requested on the Response Pages. The vendor may choose to present the same information in a different format, however the vendor is responsible for ensuring that all relevant information is presented that allows the County Selection Team to fully evaluate and assess the vendor's qualifications to perform Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project.

3.2 Selection Procedure:

3.2.1 The Statement of Qualifications will be reviewed by a Selection Committee comprised of, but not limited to, Boone County Resource Management personnel. As part of the review process, the Selection Committee may request an interview with the selected vendor. Interviews may be conducted by phone, Skype or similar technology, or in person. The County will schedule interviews and

coordinate such time with selected vendors. Any travel/lodging costs associated with a requested in-person interview will be borne by the vendor. The County will select the vendor best suited to perform the study.

- 3.2.2 Boone County recognizes the cost associated with developing a Statement of Qualifications and encourages brevity and conciseness in the vendor's response.
 - 3.2.3 Pricing must NOT be submitted at this time. The County will request pricing after the pre-qualification process. The County will also present negotiation, evaluation and other related criteria at this time.
- 3.3 Statement of Qualifications: The vendor should respond with a "Statement of Qualification" that should include a description of key personnel who will be assigned to work on the County's project, the expertise of assigned personnel highlighting relevant experience, a description of at least two projects completed of similar scope; qualifications of key team members that would be directly involved with the project; and any supporting information that would further convey the respondent's qualifications for this project assignment. In addition, the Statement of Qualifications should include the following:
- 3.3.1 Business Information – Basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners, and professional employees. This section should also detail the firm's proximity to and familiarity with the project area.
 - 3.3.2 Staff Information – Resumes of each professional on the project team, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment. This section should detail the capacity and specialized experience of the firm to perform the work required within the time limits established and a discussion of how the County would benefit from your firm being selected to complete the work. This section should also name a designated project engineer/contact person for this project.
 - 3.3.3 Registration and Licensing – Evidence of professional registration and licensing with the State of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.
 - 3.3.4 Work History – A listing of all government agencies for which work was performed within the preceding two years and nature of services. In the event the vendor has not performed professional services for governmental entities, then the vendor should provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If the references are unavailable, then the vendor should provide a detailed explanation of why references are not available. A separate list of references should also be included.

- 3.3.5 Insurance – Evidence of insurance coverages and amounts carried by the vendor.
 - 3.3.6 Project Listing – A listing of completed and pending projects in which the vendor was or is the primary provider of professional services or manager of the project.
 - 3.3.7 Subcontractors – A listing of any subcontractors the vendor intends to use to perform and work described herein, include relevant descriptions of the subcontractor’s expertise appropriate to work they will perform.
 - 3.3.8 Quality Controls – A description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.
 - 3.3.9 Approach to Completing the Scope of Work with Proposed Schedule – A description of the vendor’s approach to completing the Scope of Work including project start and finish times, and identification of project milestones and deliverables.
- 3.4 While a contract will result from the pre-qualification process, and the pricing discussions that will be subsequent to pre-qualification, any firm wishing to submit a Statement of Qualification should take into consideration the following requirements that will be included in a resulting contract, and that the following is not exhaustive of additional general contracting terms and requirements:
- 3.4.1 Business Compliance: The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor will have to certify that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Purchasing Department. The compliance to conduct business in the state shall include but may not be limited to:
 - Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker’s compensation/unemployment compensation)

- (a) The contractor shall comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of the contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The contractor will be required to **return a copy of the Memorandum of Understanding** following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 3.4.3 Coordination: The contractor shall fully coordinate all contract activities with those activities of the County. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the County throughout the effective period of the contract.
- 3.4.4 Property of the County: The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County, which shall include all rights and interests for present and future use or sale as deemed appropriate by the County.
- 3.4.5 Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the County.
- 3.4.6 Boone County's Standard Terms and Conditions shall be incorporated into the contract and shall take precedence over the vendor's terms and conditions, if any.
- 3.4.7 **Insurance Requirements:** The contractor shall not commence work under the contract until the contractor has 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.

- a. **Employers Liability and Workers Compensation Insurance** - The contractor shall take out and maintain during the life of the 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 the 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.
- b. **Commercial General Liability Insurance** - The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the 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 \$2,000,000.00 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.
- c. The 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. The contractor shall include the County as an Additional Insured on the umbrella

or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- d. Business Automobile Liability – The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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.
- e. Subcontractors: The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance - The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. 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.
- g. Indemnity Agreement: To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. 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

3.4.8 **Assignment, Transfer, Etc.:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.4.9 **Contract Period:** The initial contract period shall run **Date of Award through One Year.**

3.4.10 **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

3.4.11 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.4.12 **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period once contract pricing has been negotiated between the vendor and the County.

3.4.13 As this project is partially funded through a federal grant, the contract shall incorporate the terms and conditions found in "Missouri Department of Natural

Resources Federal Financial Assistance Agreements General Terms and Conditions” (**Attachment 2**).

- 3.4.14 Independent Contractor: The contractor is an independent contractor and shall not represent the contractor or the contractor’s employees to be employees of the County. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.



4. **VENDOR STATEMENT OF QUALIFICATIONS RESPONSE PAGE**

4.1 In compliance with this Request for Statement of Qualifications and subject to all the conditions thereof, the respondent agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

NOTE: The respondent must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RSQ, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.2 **Company History:** The vendor should describe in the available space the company's background in performing technical assistance similar to the 9-Element Plan for the Greater Bonne Femme Watershed Project, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

4.3 **Work History:** The vendor should provide a listing of government agencies, businesses, or other clients for which work was performed similar to the work envisioned for Boone County's 9-Element Plan for the Greater Bonne Femme Watershed Project:

The vendor should provide reference contact information below regarding provision of technical assistance similar to the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project below:

4.4 **Vendor's References:**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____



Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.5 **Personnel Expertise:** The vendor should describe below the background, education, and relevant expertise of key personnel who will be assigned to the County's study:

Personnel Expertise Summary
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
(Title)	
<hr/>	
2. _____ (Name)	_____
_____	_____
(Title)	
<hr/>	
3. _____ (Name)	_____
_____	_____
(Title)	
<hr/>	
4. _____ (Name)	_____
_____	_____
(Title)	
<hr/>	
5. _____ (Name)	_____
_____	_____
(Title)	
<hr/>	

4.6 **Registration/Licensure/Certifications:** If not described above, the vendor should describe in the available space the relevant registration/licensure/certifications held by the company and the staff who will be performing technical assistance:

4.7 **Insurance:** The vendor should describe evidence of current insurance including coverage by category and amount:

4.8 **Project Listing:** The vendor should provide a listing of completed and pending projects in which the vendor acts/acted as the primary provider or manager of the study:

4.9 **Subcontractors, Their Roles and Their Qualifications:** The vendor should identify any and all subcontractors who may be working with the vendor to complete work on the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project, identify their role(s) in the study, and identify their qualifications to perform the work:

4.10 **Quality Controls:** The vendor should describe internal quality control and assurance procedures that will be employed to ensure accuracy and reliability in conducting the study:

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(The vendor should complete and return with the response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. For access to the form and related information please go to:

<https://www.e-verify.gov/employers>

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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

Options

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

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

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

Applicant	Date	Printed Name
-----------	------	--------------

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

“NO RESPONSE” FORM

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A STATEMENT OF QUALIFICATIONS

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

Bid: RSQ: 20-07NOV19 – Request for Statement of Qualifications for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting a Response:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. Federal regulations can be found at 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements; and contract clauses can generally be found in the *Federal Transit Administration's Best*

Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

End of Document

RSQ 20-07NOV18 - Attachment One

EPA's 9 Element Watershed Based Plan Checklist

Watershed Management Plan Title:	Waterbody ID, Hydrologic Unit Code:	
_ Draft Review, version number: or __ Final Version	Reviewer:	Review Date:
Counties:	Project Name/Number:	
A TMDL for This Watershed is ("X" as applicable): a) (<input type="checkbox"/>) Approved (<input type="checkbox"/>) In Draft b) No TMDL Has Been Developed to Date: (<input type="checkbox"/>)	Comments: a) (<input type="checkbox"/>) Accept b) (<input type="checkbox"/>) Accept with Comments c) (<input type="checkbox"/>) Needs Revision	

Element A: Causes and Sources of Pollution

<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. Water body use designations, water quality criteria or standards, and impaired uses for waters in the project area, including HUC information are described.			
2. Specific causes and sources of 303(d) impairments, are listed by waterbody segment (ID), length, and area impaired.			
3. If a TMDL exists, specific causes and sources of the impairments are described using the waterbody segments (ID), length, and area impaired.			
4. Specific NPS sources of impairments are mapped or identified by area, category/subcategory, facility type, etc.			
5. Any point sources are identified and their potential impacts are listed.			
6. Causes of impairment are broken down by source and quantified by load, percentage, priority, or other method to identify the extent of the source treated (such as x number of animal feeding operations within segment y).			
7. Maps are used to identify specific, critical/targeted areas within the watershed, and to estimate the areas and/or length of their extent.			

Element B: Expected Load Reductions			
Criteria	Brief Description	Reference Document	Page(s)
1. The watershed-based plan includes load reductions needed to meet water quality criteria or standards [for the 303(d) list or TMDL] in impaired streams and achieve the environmental goal. *This is a requirement of the WBP*			
2. The source of the load reduction information (TMDL, modeling, monitoring) is identified to <i>estimate</i> pollutant load reductions (assumptions and limitations should be stated).			
3. The plan provides <i>estimates</i> of potential load reductions for each pollutants cause/source, or groups of similar sources that need to be managed.			
Element C: Proposed Management Measures			
Criteria	Brief Description	Reference Document	Page(s)
1. BMPs needed to address each cause and source of pollution are listed, described, prioritized, and mapped to meet load reductions that will achieve water quality criteria or standards for the impairment.			
2. Specific BMPs are identified and rationalized as the appropriate and acceptable BMPs for the impairment in the critical/targeted areas.			
3. Expected load reductions are identified within the critical/targeted areas.			

Element D: Technical, Financial, and Regulatory Assistance Needs			
Criteria	Brief Description	Reference Document	Page(s)
1. The entity (SWCD, county, city, watershed group, etc.) responsible for managing the watershed-based plan funds is listed.			
2. Cost estimates reflect all planning and implementation costs.			
3. Cost estimates are provided for each type of BMP.			
4. Information is provided on how the cost estimate was determined.			
5. All attainable funding and technical sources are identified for federal, state, local, and private contributions, including all sources of match.			
6. Funding is strategically allotted - BMP funding available from other sources (NRCS and SWCP) is not duplicated by § 319 funding.			
Element E: Information and Education			
Criteria	Brief Description	Reference Document	Page(s)
1. An overall strategy for the information, education, and participation component is described and will engage stakeholders (federal, state, local, private).			
2. Education/outreach materials will be utilized. Examples include public meetings, watershed events, multimedia campaigns, news articles, signage in high visibility areas, etc.			
3. The watershed-based plan includes an evaluation process to determine its effectiveness (i.e. surveys).			

Element F: Implementation Schedule			
Criteria	Brief Description	Reference Document	Page(s)
1. Implementation schedule (by season, quarter, etc.) includes expected accomplishments and the interim milestones listed in Element G.			
Element G: Measurable Milestones and Project Outcomes			
Criteria	Brief Description	Reference Document	Page(s)
1. A schedule is provided of reasonable and attainable interim milestones, benchmarks, phases, or steps for implementing each group of management measures.			
2. A logical sequence of timelines for achieving the milestones, benchmarks, phases, or steps is listed.			
Element H: Evaluation Criteria			
Criteria	Brief Description	Reference Document	Page(s)
1. The watershed-based plan defines quantitative measures of water quality (pollution reduction, such as increased fish diversity, increased DO, reduced E. coli levels, number of beach closings, etc.).			
2. The watershed-based plan uses the water quality measures utilized in <i>Element H.1.</i> to estimate the improved conditions at future points in time. For instance, the plan could use five year increments: "in 5 years, phosphorus levels will be at X and E. coli levels will be at Y; in 10 years... in 15 years..."			
3. The plan shows an overall trend with the goal of achieving water quality criteria or standards in the affected waterbody.			
4. The watershed-based plan identifies when the overall strategy needs to be re-evaluated and how that will be done if anticipated goals are not met.			

Element I: Monitoring			
Criteria	Brief Description	Reference Document	Page(s)
1. The monitoring plan effectively measures progress towards meeting the water quality criteria or standards.			
a. The watershed-based plan includes indicators/parameters monitored.			
b. The entity performing sampling is identified.			
c. Scheme: pre/post BMP installation sampling or upstream/downstream sampling is planned to determine BMP effectiveness.			
d. The watershed-based plan includes an appropriate number of monitoring stations.			
e. The watershed-based plan lists adequate sampling frequency and time of year.			
2. Monitoring will demonstrate the effectiveness of implementing management measures over time.			

Comments
<i>List any places where the watershed-based plan satisfied or failed to satisfy the review criteria. Reference any elements where information is needed to satisfy the review criteria. Add additional comments to consider for future revisions.</i>



Revised: 4-2019

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MoDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This "flow down" requirement imposed on the sponsoring agent by the Department is to ensure the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to EPA for ensuring that sponsoring agents comply with Federal requirements and with EPA's General Terms and Conditions: <https://www.epa.gov/grants/grant-terms-and-conditions>.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the MoDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MoDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MoDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MoDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MoDNR prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MoDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MoDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
- B. Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MoDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MoDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.
- C. Program Income.**
1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance

funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding will be established by the MoDNR through negotiation with the recipient. Signature by both the MoDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MoDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MoDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MoDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

- E. **Financial Management Systems.** The financial management systems of the recipient must meet the following standards:
1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
 2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
 4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
 5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
 6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MoDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
 7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MoDNR and spent by the recipient.

- F. **Reporting of Program Performance.** The recipient shall submit to the MoDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MoDNR, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the MoDNR, unless waived by the MoDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MoDNR's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MoDNR for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MoDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the MoDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MoDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MoDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MoDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the MoDNR.

H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MoDNR. The equipment shall not be moved from the State of Missouri without approval from the MoDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MoDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MoDNR or the federal agency. If the MoDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MoDNR's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MoDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MoDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MoDNR, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MoDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MoDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MoDNR's share of the equipment. Disposition instructions must be requested from the MoDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MoDNR may direct the recipient how to dispose of the equipment.
 - d. If the MoDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MoDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial

assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MoDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MoDNR reserves the right to file the same. The MoDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MoDNR. Payment of royalties by recipient to the MoDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MoDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MoDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MoDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MoDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

2. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MoDNR.
 3. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MoDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MoDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MoDNR. Other portions of the audit shall be made available at the MoDNR's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MoDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MoDNR obtains the research data solely in response to a FOIA request, the MoDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MoDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MoDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MoDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MoDNR immediately. The MoDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352). In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MoDNR. The

recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

4. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MoDNR procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the MoDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MoDNR will provide a written decision. Such decision of the MoDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MoDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MoDNR shall constitute final action.

X. **Termination**

1. **Termination for Cause.** The MoDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MoDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MoDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the MoDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. MoDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MoDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MoDNR approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).
- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

- M. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the recipient must submit the following to the MoDNR prior to MoDNR signing the amendment (Subrecipient Informational Form):
1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
 2. A unique entity identifier of the entity receiving the financial assistance;
 3. A unique entity identifier of the parent entity of the recipient; and
 4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MoDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.
- FF. **Competency.** The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MoDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MoDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MoDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

- A. Laws and regulations related to nondiscrimination:
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
 2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
 3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
 5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
 6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
 11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
 12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.

13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

Revised: 4-2019

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

Boone County Purchasing



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

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

November 19, 2019

Geosyntec Consultants
2009 E. McCarty, Ste. 1
Jefferson City, MO 65101

Via E-mail: cluebbering@geosyntec.com

RE: Best and Final Offer (BAFO) Request #1 to RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed

Dear Mr. Luebbering:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. The Request for a Statement of Qualifications is moving into a request for pricing and additional information pursuant to RSQ paragraphs 2.7 and 3.2 including its sub-paragraphs. Included with this letter are two attachments.

The first attachment is a Best and Final Offer Request #1 Form for this Request for a Statement of Qualifications. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The second attachment lists changes to the original RSQ document and adds Attachment Three (included with this request) which provides additional background information relevant to the RSQ Scope of Work.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your initial response. While it is not necessary for you to resubmit your entire response/proposal, this letter requests additional information. The offeror is advised to complete BAFO Request #1 in order to ensure that all information necessary for a full evaluation has been submitted.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RSQ have been met, (2) all RSQ requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer. Please make sure your response to this BAFO request addresses the latest version of each paragraph of the RFP.

Please provide a **written sealed response** no later than by **Noon (12:00 P.M.) on November 26, 2019**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

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

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Liz Palazzolo

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

cc: Evaluation Committee Members
RSQ File

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

**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI**

RSQ NUMBER AND DESCRIPTION: *RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed*

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with Response Submission Information of RSQ 20-07NOV19 and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RSQ as modified by any previously issued RSQ amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: *Liz Palazzolo*
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost

requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Validity of Proposal Response: Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

Cooperative Procurement: The offeror should indicate by checking “Yes” or “No” in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes

_____ No

2. Paragraphs 4.13 through 4.13.4, and line item 4.13.5 have been **ADDED** as follows:

4.13 Evaluation and Award Process:

4.13.1 After determining that the proposal satisfies the mandatory requirements stated in RSQ 20-07NOV19, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. In addition to evaluating the offeror’s qualifications, the offeror’s distinctive plan for performing the requirements of the Scope of Work shall be subjectively evaluated and taken into consideration with an objective evaluation of the offeror’s total project price.

4.13.2 Offeror’s Qualifications: A subjective evaluation of the offeror’s experience, expertise and reliability will be conducted, taking into consideration but not necessarily limited to evaluation of the relevant expertise of the offeror’s key personnel assigned to perform Scope of Work tasks, as well as the offeror’s organizational relevant interpretive experience conducting studies and projects similar to the 9-Element Plan for the Greater Bonne Femme Watershed Project.

4.13.3 Offeror’s Proposed Method of Performance: A subjective evaluation of the offeror’s proposed method of performing the Scope of Work will be conducted taking into consideration but not necessarily limited to the offeror’s method of analytical approach, method of presenting results, and the timeline for presenting work product deliverables and the final report.

4.13.4 Cost Evaluation: An objective evaluation of the offeror’s proposed total firm, fixed project price shall be conducted to complete the evaluation of proposals. The offeror must quote a total firm, fixed project price that includes all costs for performance of all Scope of Work tasks including the final project report and presentation to the Technical Advisory Team and Steering Committee on-site in Columbia, Missouri. The total price must include all costs including labor, support, materials, supplies, equipment, insurance, travel food and lodging necessary to complete the project as stated. The offeror must quote a total price in the space available that includes all Scope of Work tasks and deliverable as identified in paragraphs 2.1 through 2.8.2 of RSQ 20-07NOV19, and all other requirements therein:

4.13.5 \$ _____ Total, Firm Fixed Project Price.

Provide an itemization of the quoted total project price as quoted above:

Task	Labor: Identify Personnel Classification, Name, Hourly Price and Number of Hours Assigned to Complete Identified Task	All Other Non-Labor Costs Associated with the Identified Task	Sub-Total Price for Identified Task
Task 1: Stage/Discharge Rating Curves			

**BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI**

RSQ NUMBER AND DESCRIPTION: *RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed*

NOTE: All changes as a result of this BAFO request to existing text are noted in **BAFO #1 REVISIONS LIST**

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for a Statement of Qualifications document. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of *RSQ 20-07NOV19, Technical Assistance for the 9 Element Plan for the Greater Bonne Femme Watershed* have been revised by the BAFO Request #1 as follows:

1. Paragraph 4.12 and sub-paragraphs 4.12.1 through 4.12.4 have been **ADDED** as follows:
 - 4.12 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for a Statement of Qualifications, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
 - 4.12.1 Negotiations may be conducted in person, in writing, or by telephone.
 - 4.12.2 Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.12.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 4.12.4 The mandatory requirements of the RSQ must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

Task 2: Current Loading and Load Reduction Calculations			
Task 3: Quality Assurance Project Plan (QAPP) Development			
Task 4: Watershed Modeling of Baseline			
Task 5: Watershed Modeling for Estimating Loading Reductions			
Task 6: Reporting			
Task 7: Project Coordination/Management			
Other Required Costs Not Identified Above			
Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.13.5)			\$

3. **Attachment Three – Additional Background Information** has been **ADDED** and is incorporated into the RSQ.

- *End of Document*

ATTACHMENT THREE – Additional Background Information

The following information is presented for preparing the Best and Final Offer with pricing. The six-month timeline for completion of the Scope of Work as referenced in RSQ 20-07NOV19 paragraph 2.7 is unchanged. The following background information is presented to help the County and its contractor finish the 9-element plan in a timely fashion. The County needs to observe an aggressive time frame so that necessary paperwork is filed as soon as possible in order to obtain an extension of time to complete the 9-element plan and obtain additional funds from the subgrant to complete our objectives.

(1) There are a couple of items of importance to mention about the timeline. The high-flow readings on the three creeks with gauging stations do not necessarily need to be completed in the first two months of work. This is because the Missouri Department of Natural Resources (MoDNR) will be modeling flows in the streams for this initial 9-element plan and not ground-truthing with our field data (including the rating curves). MoDNR should have the modeling done by the end of the December so that the County's contractor can work with the MoDNR to fine-tune the load reduction calculations that they will make.

(2) High-flow data points and the rating curves need to be completed within the six-month timeline, as the County will use field data when the 9-element plan is reviewed and modified in five years. The County will want baseline rating curves to compare with contemporary data at that time. As an aside, if it is possible to complete the rating curves during the first two months of work, it would be great to see how closely the MoDNR modeling compares with the field data.

The requirements for the scope of work were very specific regarding contractor duties in some instances. This is a result of a philosophy to have the contractor's work product be "copy and paste ready" for easy insertion into the proposed 9-element plan to be submitted to the US Environmental Protection Agency for approval. Also, language should be ready to "copy and paste" into the Category 5-alt documentation to be provided to MoDNR.

Available Datasets to Support Tasks 1, 4, and 5

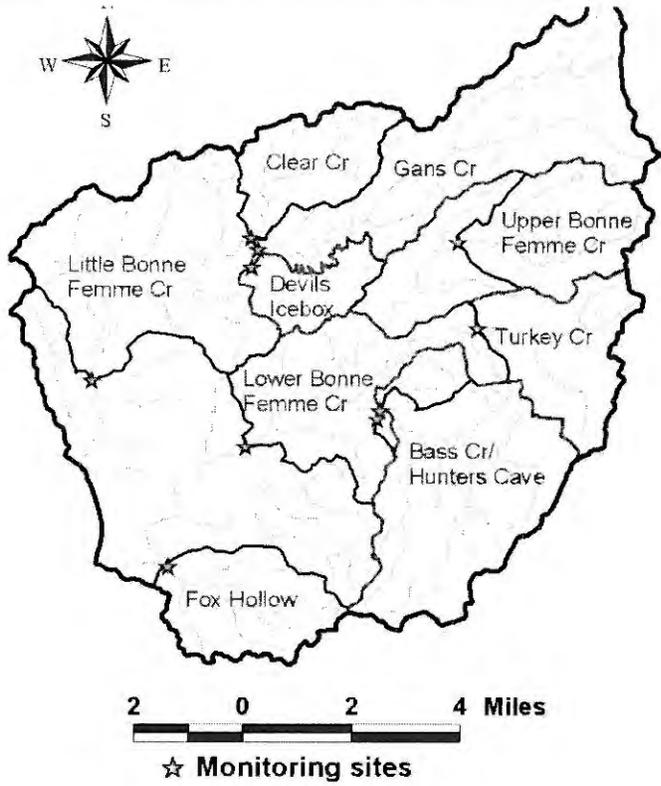
The following data sets are available that can be used to support Tasks 1, 4, and 5. Stream gage height measurements have been recorded at the three sites of interest (Turkey Cr, Lower Bonne Femme Cr, and Little Bonne Femme Cr) since 2017 and are collected at 15 min intervals (see Fig. 1). Discharge data were obtained at the three locations under low flow conditions over the last two years (2017-18). A total of six discharge measurements were made: three at Little Bonne Femme Cr, two at Lower Bonne Femme Cr, and one at Turkey Cr. In addition, bank-full stream channel cross section measurements were obtained at each of these sites.

Data available for model calibration and validation related to tasks 4 and 5 include extensive water quality datasets for 10 sites in the Bonne Femme Watershed from 1999 to present. The extent of the datasets vary by site. Intensive datasets are available for Devils Icebox and Hunters Caves from 1999 to 2002 and are available at: <https://dl.sciencesocieties.org/publications/datasets/jeq/C3.JEQ2013.12.0516.dsl> These datasets include discharge, specific conductance, pH, dissolved oxygen, and temperature at 15-minute intervals. In addition, runoff event and grab samples were collected for analysis of dissolved nutrients (Total nitrogen, NO₃⁻, NH₄⁺, Total phosphorus, and PO₄³⁻) and herbicides (atrazine, deethylatrazine, deisopropylatrazine, simazine, alachlor, acetochlor, metolachlor, and metribuzin) throughout the 3-year monitoring period. The link above includes concentration and load data.

From 2003-2009, an emphasis was placed on monitoring fecal bacteria at 10 sites within the watershed. Quarterly samples were collected for four consecutive weeks each quarter and analyzed for fecal coliform and *E. Coli* concentrations. From 2003-2007, one sample per quarter was collected at each site for

nutrient analyses (same as described above), and herbicides were only measured in the 2nd quarter of the year during this time period. From 2016-2019, quarterly sampling was resumed at the 10 sites and will be conducted through 2020. As previously, water samples are being collected four consecutive (or nearly consecutive) weeks per quarter at each of the 10 sites. Samples are analyzed for *E. Coli*, total coliforms, and the same suite of nutrients and herbicides. During this period, nutrients and herbicides have been analyzed on all four samples each quarter, providing a more robust water quality dataset than the 2003-2007 period. The quarterly datasets for 2003-2009 and 2016-2019 are available as Excel spreadsheet files (.xlsx format). Details and supporting literature regarding the analytical procedures are available as well.

Figure 1. Quarterly water quality samples collected at 10 sites within the Bonne Femme watershed from 2003-2007 and 2016-2019.



CERTIFIED COPY OF ORDER



STATE OF MISSOURI

January Session of the January Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

2020

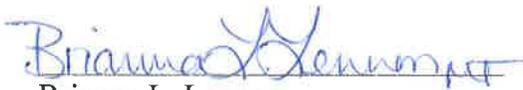
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Office of Administration's Contract CC200475003 for Model Year 2020 Patrol Vehicles with Joe Machens Ford Lincoln of Columbia, Missouri for the purchase of eleven (11) 2020 Ford Police Interceptor Utility Vehicles for the Sheriff's Department.

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

Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: January 14, 2020
RE: Cooperative Contract CC200475003 – State of Missouri Office of Administration

Purchasing requests permission to use contract CC200475003 for Model Year 2020 Patrol Vehicles established by the State of Missouri Office of Administration with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Sheriff's Department wishes to purchase eleven (11) 2020 Ford Police Interceptor Utility Vehicles detailed as follows:

2020 Ford Police Interceptor Utility (K8A) 3.3L V6 (Non-Turbo/Non-Hybrid) (line item 16 CC2200475003)	\$33,738.00
• Preparation Cost	\$1,095.00
• Cargo Dome Lamp (17T)	Std
• Global Lock/Unlock Feature (18D)	Std
• Dark Car Feature (43D)	Std
• Police Engine Idle Feature (47A)	Std
• Heated Mirrors (549)	Std
• Remote Keyless Entry Key Fob (55F)	Std
• Pre-Wiring Grille, Siren, Speaker (60A)	Std
• Radio Noise Suppression Bonds (60R)	Std
• Underbody Deflector Plate (76D)	Std
• Reverse Sensing (76R)	Std
• Tail Lamp /PI Housing Only (86T)	Std
• Front Headlamp/PI Housing Only	Std
• Class III Trailer Tow Receiver	Std
• Remappable Switches Steering Wheel	Std
• Rear Camera in Center Stack	Std
• Bluetooth (SYNC)	Std
• Interceptor Badge	Std

Deleted Standard Options (Included in Totals Below)

- 1st & 2nd Row Carpet Flooring – DELETE –

- Replace with Vinyl (-16C) (-\$20.00)
- Spot Lamp Driver Side (LED) - DELETE (-51R) (-\$240.00)
- 18" Full Wheel Covers - DELETE (-65L) –
Replace with Black Wheels/5" Chrome Center Caps (-\$20.00)

Added/Deleted Optional Equipment (Included in Totals Below)

- Spot Lamp Driver Side by Whelen (51T) \$399.00
- Interceptor Badge Delete (48/16D) No Charge
- Hidden Door-Lock Plunger with Rear Door Controls Inoperable
(Locks, Handles, and Windows) (48/52P) \$153.00
- Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Liftgate
When unauthorized entry occurs, system will flash the headlamps,
Parking lamps, and sound the horn (48/593) \$114.00
- Rear Center Seat Delete – Deletes the center section of the 2nd row
Seat (Includes molded trim floor panel in lieu of center seat section)
(48/85R) No Charge
- Rear Console Plate (48/85R) \$42.00
- Trailer Two Lighting Package (24/52T) \$180.00
- OBD-II Split Connector – allows 2 devices to be connected
to the vehicle's OBD-II port (48/61B) \$55.00
- Fleet keyed alike (Not fobbed alike) (48/59) \$49.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE –
replaced with vinyl rear seat (F6) (\$40.00)
- JMF – Local Discount (48) (\$400.00)
- Rear Auxiliary Air (Added As Ordered Only) (20/17A) \$600.00
- Delivery Fee No Charge

FIRM, FIXED

**GRAND TOTAL STANDARD CONFIGURATION –
WITHOUT AUXILIARY REAR AIR**

\$35,105.00/EA

FIRM, FIXED

**GRAND TOTAL STANDARD CONFIGURATION -
WITH AUXILIARY REAR AIR**

\$35,705.00/EA

The contract runs through Model Year 2020 with a model year roll over extension available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 100,000-miles on the power train.

Payments for the vehicles will be paid from the following Department/Account codes:

- Department 2901, Sheriff Operations LE Sales Tax, Assessment - Account 92400, Replacement Autos and Trucks: \$315,945.00 -for 9 Interceptors;
- Department 1251, Sheriff - Account 91400, Auto/Trucks: \$35,105.00 for 1 Interceptor;
- And Department 2901, Sheriff Operations LE Sales Tax, Assessment - Account 92400, Replacement Autos and Trucks: \$35,705.00 for 1 Interceptor with the Auxiliary Rear Air Feature.

/lp

c: Leasa Quick – Sheriff's Department
Contract File

PURCHASE AGREEMENT

(11) New 2020 Ford Police Interceptor Utility AWD 3.3L V6 Non-Turbo/Non-Hybrid Vehicles for the Boone County Sheriff

THIS AGREEMENT dated the 16th day of January 2020 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 eleven (11) new 2020 Ford Police Interceptor Utility AWD vehicles in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **CC200475003**, Joe Machens' quote dated December 11, 2019, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC200475003** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with nine (9) Ford Police Interceptor Utility AWD Vehicles as follows:

	<u>Unit Price</u>
2020 Ford Police Interceptor Utility (K8A) 3.3L V6 (Non-Turbo/Non-Hybrid) (line item 16 CC2200475003)	\$33,738.00
• Preparation Cost	\$1,095.00
• Cargo Dome Lamp (17T)	Std
• Global Lock/Unlock Feature (18D)	Std
• Dark Car Feature (43D)	Std
• Police Engine Idle Feature (47A)	Std
• Heated Mirrors (549)	Std
• Remote Keyless Entry Key Fob (55F)	Std
• Pre-Wiring Grille, Siren, Speaker (60A)	Std
• Radio Noise Suppression Bonds (60R)	Std
• Underbody Deflector Plate (76D)	Std
• Reverse Sensing (76R)	Std
• Tail Lamp /PI Housing Only (86T)	Std
• Front Headlamp/PI Housing Only	Std
• Class III Trailer Tow Receiver	Std
• Remappable Switches Steering Wheel	Std
• Rear Camera in Center Stack	Std
• Bluetooth (SYNC)	Std
• Interceptor Badge	Std

Deleted Standard Options (Included in Totals Below)

- 1st & 2nd Row Carpet Flooring – DELETE – Replace with Vinyl (-16C) (-\$20.00)
- Spot Lamp Driver Side (LED) - DELETE (-51R) (-\$240.00)
- 18” Full Wheel Covers - DELETE (-65L) –
Replace with Black Wheels/5” Chrome Center Caps (-\$20.00)

Added/Deleted Optional Equipment (Included in Totals Below)

- Spot Lamp Driver Side by Whelen (51T) \$399.00
- Interceptor Badge Delete (48/16D) No Charge
- Hidden Door-Lock Plunger with Rear Door Controls Inoperable
(Locks, Handles, and Windows) (48/52P) \$153.00
- Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Liftgate
When unauthorized entry occurs, system will flash the headlamps,
Parking lamps, and sound the horn (48/593) \$114.00
- Rear Center Seat Delete – Deletes the center section of the 2nd row
Seat (Includes molded trim floor panel in lieu of center seat section)
(48/85R) No Charge
- Rear Console Plate (48/85R) \$42.00
- Trailer Two Lighting Package (24/52T) \$180.00
- OBD-II Split Connector – allows 2 devices to be connected
to the vehicle’s OBD-II port (48/61B) \$55.00
- Fleet keyed alike (Not fobbed alike) (48/59) \$49.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE – replaced with vinyl rear seat (F6) (\$40.00)
- JMF – Local Discount (48) (\$400.00)
- Rear Auxiliary Air (Added As Ordered Only) (20/17A) \$600.00
- Delivery Fee No Charge

FIRM, FIXED

**GRAND TOTAL STANDARD CONFIGURATION –
WITHOUT AUXILIARY REAR AIR**

\$35,105.00/EA

FIRM, FIXED

**GRAND TOTAL STANDARD CONFIGURATION -
WITH AUXILIARY REAR AIR**

\$35,705.00/EA

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

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 150-180 calendar days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; and 5 years or 100,000 miles on the powertrain.

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. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

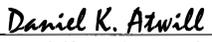
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

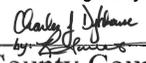
9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN
 by 
DC58707875654B7...
 title Fleet Mgr

BOONE COUNTY, MISSOURI
 by: Boone County Commission
 DocuSigned by:

 Presiding Commissioner
BA159846E0654EB...

APPROVED AS TO FORM:
 DocuSigned by:

 County Counsel
1A1E700D50A1743C

ATTEST:
 DocuSigned by:

 County Clerk
7B2D2688B76155

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

2901 – 92400: \$315,945.00; 1251 – 91400: \$35,105.00; 2901 – 92400: \$35,705.00

DocuSigned by:

 Signature 1C847D... Date 1/10/2020 Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

JOE MACHENS FORD LINCOLN

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

December 11, 2019

State Contract # CC200475003

Boone County

Subject: Joe Machens Proposal on a **2020 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Police Interceptor Utility, Joe Machens Ford proposes the following. The Ford PI Utility includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Price – Line Item / Dealer Code - Option

\$34,833 – Line 16 / 25 / K8A – PI Utility All wheel drive (incl Prep Cost)

\$N/C – 99B / 44U – 3.3L V6 (Non-turbo / Non-hybrid)

Included Standard Options (incl in price above)

~~**\$N/C** – 16C – 1st & 2nd Row Carpet Flooring~~

\$N/C – 17T – Cargo Dome Lamp - Red/White

\$N/C – 18D – Global Lock / Unlock feature

\$N/C – 43D – Dark Car Feature

\$N/C – 47A – Police Engine Idle feature

~~**\$N/C** – 51R – Spot Lamp Driver Side (LED)~~

\$N/C – 549 – Heated Mirrors

\$N/C – 55F – Remote Keyless Entry Key Fob

\$N/C – 60A – Pre-Wiring grille, siren, speaker

\$N/C – 60R – Radio Noise Suppression Bonds

~~**\$N/C** – 65L – 18" Full Wheel Covers~~

\$N/C – 76D – Underbody Deflector Plate

\$N/C – 76R – Reverse Sensing

\$N/C – 86T – Tail Lamp / PI Housing Only

\$N/C – STD – Front Headlamp/PI Housing Only

\$N/C – STD – Class III Trailer Tow Receiver

\$N/C – STD – Remappable switches steer. wheel

\$N/C – STD – Rear Camera, in Center Stack

\$N/C – STD – Bluetooth (SYNC)

\$N/C – STD – Interceptor Badge

~~**\$N/C** – F6 – Rear Cloth Seat~~

Deleted Standard Options (included in Total price below)

~~**-\$20** – (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl~~

~~**-\$240** – (-51R) – Spot Lamp Driver Side (LED) DELETE~~

~~**-\$20** – (-65L) – 18" Full Wheel Covers DELETE, replaced with black wheels / 5" chrome center caps~~

Added Optional equipment (included in Total price below)

\$399 – 51T – Spot Lamp Driver Side by Whelen (LED)

\$0 – 48 / 16D – Interceptor Badge Delete

\$153 – 48 / 52P – Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows)

\$114 – 48 / 593 – Perimeter Anti-Theft Alarm• Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn (Requires Keyless-Entry Key Fob (55F))

\$0 – 48 / 85S – Rear Center Seat Delete• Deletes the center section of the 2nd row seat (Includes molded trim floor panel in lieu of center seat section)

\$42 – 48 / 85R – Rear Console Plate

\$180 – 24 / 52T – Trailer Tow Lighting Pkg

\$55 – 48 / 61B – OBD-II Split Connector – Allows 2 devices to be connected to the vehicle's OBD-II port

\$49 – 48 / 59? – Fleet Keyed Alike (Not fobbed alike)

\$N/C – TBD – Exterior Color: TBD

~~**-\$40** – (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)~~

~~**-\$400** – Line 48 / JMF – Local Discount~~

\$0 – Delivery per vehicle

Total

\$35,105 per vehicle (std configuration)

\$35,705 per vehicle (incl... \$600 – 20 / 17A – Rear Auxiliary Air)



JM JOE MACHENS FORD LINCOLN

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

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



LINCOLN



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER IFBC30034902000475	CONTRACT TITLE Model Year 2020 Patrol Vehicles
CONTRACT NUMBER CC200475003	CONTRACT PERIOD September 23, 2019 through June 30, 2020
REQUISITION/REQUEST NUMBER RVS42000014	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4746580860 1 / MB00095149
CONTRACTOR NAME AND ADDRESS Joe Machens Ford Lincoln 1911 West Worley Columbia, MO 65202	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:	
<p>The bid submitted by Joe Machens Ford Lincoln in response to SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034902000475 is accepted for line items 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48.</p>	
BUYER Jason Kolks	BUYER CONTACT INFORMATION Email: jason.kolks@oa.mo.gov Phone: (573) 522-1620 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/23/19
DIRECTOR OF PURCHASING 	
Karen S. Boeger	

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
BID CONFIRMATION

RFP/IFB NUMBER:

IFBC 30034902000475

OFFERER/BIDDER:

Joe Machias Ford Lincoln

DATE OPENED:

9-10-19

THE FOLLOWING ERASURES OR TYPOGRAPHICAL ERRORS WERE NOTED AT THE TIME THE RFP/IFB WAS OPENED.

LINE ITEM OR DESCRIPTION OF CHANGE:

019 022 023 042 041 045 white out

COLUMN

BUYER/READER

TABBER

J.J.

DATE

9-10-19

ORIGINAL
J. 9/10/19STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
INVITATION FOR BID (IFB)ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034902000475
TITLE: Model Year 2020 Patrol Vehicles
ISSUE DATE: 8/29/19REQ NO.: RVS42000014
BUYER: Jason Kolks
PHONE NO.: (573) 522-1620
E-MAIL: jason.kolks@oa.mo.gov

RETURN BID NO LATER THAN: 9/10/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH
[HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND ADDENDUM(S) TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809(Courier Service)
PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2019

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agencies throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued IFB addendum(s) and the original IFB document. The vendor agrees that the language of the original IFB as modified by this and any previously issued IFB addendums shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

SIGNATURE REQUIRED

VENDOR NAME <i>Joe Machens Ford Lincoln</i>	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) <i>ksells1@machens.com</i>
MAILING ADDRESS <i>1911 W. Worley</i>	
CITY, STATE, ZIP CODE <i>Columbia, MO 65203</i>	

CONTACT PERSON <i>Kelly Sells</i>	EMAIL ADDRESS <i>ksells@machens.com</i>
PHONE NUMBER <i>573.445.4411</i>	FAX NUMBER <i>N/A</i>
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>Kelly Sells</i>	DATE <i>9/10/19</i>
PRINTED NAME <i>Kelly Sells</i>	TITLE <i>Fleet Mgr.</i>

10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
INVITATION FOR BID (IFB)

SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034902000475
TITLE: Model Year 2020 Patrol Vehicles
ISSUE DATE: 8/15/19

REQ NO.: RVS42000014
BUYER: Jason Kolks
PHONE NO.: 573-522-1620
E-MAIL: Jason.kolks@oa.mo.gov

Return solicitation date changed from 9/3/19 to 9/10/19 via Addendum #01

RETURN SOLICITATION NO LATER THAN: 9/10/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed solicitations must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2020

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agencies throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 6/27/19). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

SIGNATURE REQUIRED

VENDOR NAME <i>Joe Macheans Ford</i>		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) <i>ksells1@macheans.com</i>	
MAILING ADDRESS <i>1911 W. Worley</i>			
CITY, STATE, ZIP CODE <i>Columbia, MO 65203</i>			
CONTACT PERSON <i>Kelly Sells</i>		EMAIL ADDRESS <i>ksells@macheans.com</i>	
PHONE NUMBER <i>573.445.4411</i>		FAX NUMBER <i>N/A</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Kelly Sells</i>		DATE <i>9/10/19</i>	
PRINTED NAME <i>Kelly Sells</i>		TITLE <i>Fleet Mgr.</i>	

IFBC30034902000475

Page 2

Solicitation Organization:

This document is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work
- Section 3: Contractual Requirements
- Section 4: Response Submission Information and Requirements
- Exhibit A: Pricing Page
- Exhibit B: Current/Prior Experience
- Exhibit C: Miscellaneous Information
- Exhibit D: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Exhibit E: Participation Commitment
- Exhibit F: Documentation of Intent to Participate
- Exhibit G: Missouri Service Disable Veterans Business Enterprise Preference
- Exhibit H: Domestic Products Procurement Act (Buy American) Preference

Terms and Conditions

Attachment #1: Missouri Statewide Contract Quarterly Administrative Fee Report

Attachment #2: Missouri Statewide Contract Quarterly Usage Report and Instructions

Attachments: The vendor is also advised that the attachments to this document referenced above provide additional requirements, information, and/or instruction. However, the attachments must be downloaded from the Division of Purchasing's MissouriBUYs website at: <https://missouribuy.mo.gov/>. The attachments are separate downloadable documents located on the same web page from where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the attachments. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the attachments.

1. INTRODUCTION AND GENERAL INFORMATION

This section of the solicitation includes a brief introduction and background information about the intended acquisition for which the requirements herein are written.

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective vendors to establish a contract for the purchase of Model Year 2020 Patrol Vehicle, hereinafter referred to as "state agency," in accordance with the requirements and provisions stated herein

1.2 Other Agencies May Order:

- 1.2.1 The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).

1.3 IFB Questions:

- 1.3.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a solicitation.
- a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 1.3.2 Questions and issues relating to the IFB must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at jason.kolks@oa.mo.gov.
- 1.3.3 All questions and issues should be submitted no later than ten calendar days prior to the due date of the solicitations. If not received prior to ten days before the solicitation due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.
- 1.3.4 Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a IFB addendum as the questions and issues did not provide further revision or clarity to the IFB or that time was not available to provide a response. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any addendums thereto.

1.4 Background and Historical Usage Information:

- 1.4.1 The following information represents the historical usage from the current 2019 model year contracts by both state agencies and political subdivisions/municipalities. These figures are for informational purposes only and shall not be construed as a guarantee about volume of purchases to be made under the new contract(s).

Model of Vehicle	Quantity Purchased
Dodge Charger Pursuit All-Wheel Drive Sedan	300
Dodge Durango Pursuit All-Wheel Drive SUV	56
Dodge Durango Special Service Package Rear Wheel Drive SUV	0
Ford Police Responder Sedan	0
Ford Police Interceptor Utility	89
Ford F150 Police Responder	42

1.5 Current and/or Previous Contract Information:

- 1.5.1 A current contract(s) exist(s) for the products being obtained via this IFB. A copy of the contract can be viewed and printed from the Division of Purchasing Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search>. In addition, all bid and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Awarded Bid & Contract Document Search System. Please reference the Bid number IFBC30034901900367 or the contract numbers CC190367001, CC190367002, and CC190367003 when searching for these documents.
- a. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the products/services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

1.6 Accuracy of Background Information:

- 1.6.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the IFB includes requirements and provisions relating specifically to the scope of work of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the bid is accepted by the state.

2.1 General:

- 2.1.1 The contractor shall provide Model Year 2020 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.
- 2.1.2 All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the IFB specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.
- 2.1.3 All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.
- 2.1.4 As applicable, all options must be factory installed.

2.2 Warranty:

- 2.2.1 The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.
- 2.2.2 All warranty service must be performed in Missouri.

2.3 Delivery:

- 2.3.1 The patrol vehicles shall be shipped direct from the factory or assembly plant to the Missouri State Highway Patrol Garage, Highway 50 East at Shamrock Road, Jefferson City, Missouri, **FOB Destination, Freight Prepaid and Allowed**. Service or pre-delivery inspection by the contractor is not required.
- 2.3.2 Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 2.3.3 Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.
- 2.3.4 Each vehicle shall be delivered with the owner's manual.
- 2.3.5 In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- 2.3.6 The contractor shall understand and agree that the vehicle preparation costs (line items 7, 11, 15, 25, 29, 33, 40, 43, and 46) and the round trip per mile delivery charge (line item 47) shall only apply to public

(cooperative procurement) entities and all other state agencies making purchases off the contract. This shall not apply to the Missouri State Highway Patrol.

2.4 Financial Responsibility:

2.4.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

2.5 Payments and Invoices:

2.5.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.5.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.5.3 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.6 Missouri Statewide Contract Quarterly Administrative Fee:

2.6.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.6.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.6.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

Data Element	Description
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2.8.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.8.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 2.8.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.9 Repair or Replacement of Damaged Product:

2.9.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3. CONTRACTUAL REQUIREMENTS

This section of the IFB includes contractual requirements and provisions that will govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - 1) The State of Missouri does not negotiate contracts after award.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period:

3.2.1 The original contract period shall be as stated on page 1 of this IFB unless the manufacturer's model year end is prior to June 30, 2020 and the contractor has not otherwise agreed to a model year roll-over extension. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period, subject to provisions stated below regarding the model year roll-over contract period extension.

3.3 Model Year Roll-Over Contract Period Extension:

3.3.1 It is highly desirable for the contractor to agree to a model year "roll-over" option. The model year roll-over option shall extend the contract period past the 2020 model year manufacturer order cut-off date through the end of the 2020 calendar year.

- a. The contractor shall provide the subsequent model year (2021) comparable vehicle at the firm, fixed prices stated herein for the 2020 model year if the contractor has indicated acceptance of the model year roll-over contract period extension (see **Exhibit F** for acceptance).
- b. In the event the contractor still has current model year vehicles available during the roll-over extension period, the contractor may continue supplying the current model year vehicles that meet contract requirements, pricing and specified options until such time the contractor depletes the contractor's on-the-lot stock of current model year vehicles.

3.4 Cooperative Procurement Program:

3.4.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide Model Year 2020 Patrol Vehicles as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

3.5 Termination:

3.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.6 Contractor Liability:

3.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.6.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.6 Insurance

3.6.3 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its

employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

3.7 Subcontractors:

- 3.7.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3.8 Participation by Other Organizations:

- 3.8.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
 - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded solicitation.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

- 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

3.9 Federal Funds Requirement:

- 3.9.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.10 Substitution of Personnel:

- 3.10.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the solicitation must be with individual(s) of equal or better qualifications than originally proposed.

3.11 Authorized Personnel:

- 3.11.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.11.2 If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 3.11.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.12 Contractor Status:

3.12.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.13 Coordination:

3.13.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. RESPONSE SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the vendor that are integral to vendors submitting a solicitation response. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in submitting a solicitation response.

4.1 Submission of Solicitation Response:

4.1.1 MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>). For all solicitations, vendors have the option of submitting their solicitation response either as an electronic response or as a hard copy response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf. (This document is also on the Bid Board referenced above.) Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any attachments.

- a. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the "Register" button at the top of the page, and completing the Vendor Registration.
- b. The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- c. If a registered vendor submits an electronic and hard copy solicitation response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.1.2 Electronic Response in MissouriBUYS - Vendors are encouraged to submit their entire response electronically; if a registered vendor is responding electronically through the MissouriBUYS System website. In addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the solicitation as an attachment to the electronic response. The registered vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website.
 - 1) To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's response in their attachments to be unreadable which could negatively impact the evaluation of the vendor's response.

4.1.3 Hard Copy Solicitation Response - If the vendor is submitting a solicitation response via the mail or a courier service or is hand delivering the solicitation response, the vendor should include completed exhibits, forms, and other information concerning the solicitation (including completed Pricing Page(s))

with the solicitation. The vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.

- a. The vendor should include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.
- b. The solicitation response should be page numbered.
- c. In addition, the vendor should include one (1) complete electronic copy of their solicitation response in Microsoft compatible format on password protected flash drive. The electronic copy of the solicitation response and electronic attachments should be in a searchable format to facilitate the evaluation process. The vendor should provide the password for accessibility to the document(s). The vendor should ensure all media are identical to the vendor's hard copy original response.
- d. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the solicitation double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Solicitations may be submitted in a notebook or binder.

4.1.4 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant solicitation. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award.

- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
- b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the IFB requirements or terms and conditions, the IFB shall govern. Taking exception to the state's terms and conditions may render a vendor's solicitation unacceptable and remove it from consideration for award.

4.2 **Solicitation Submittal Documentation** - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the proposal. The vendor is cautioned that it is the vendor's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may adversely affect the evaluation of the proposal.

4.2.1 Pricing – The vendor shall submit a firm fixed unit price for each vehicle the vendor chooses to bid on **Exhibit A, Pricing Page** of the IFB. In addition, the vendor should submit firm, fixed prices for the corresponding applicable options on the Pricing Page. All pricing shall be quoted **FOB Destination, Freight Prepaid and Allowed**. Pricing shall be considered firm for the duration of the contract period.

4.2.2 Experience - The vendor should complete **Exhibit B** with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this IFB. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

4.2.3 The vendor should complete and submit **Exhibit C, Miscellaneous Information**.

4.2.4 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or

ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit D** with the proposal. This document must be satisfactorily completed prior to award of the contract.

4.2.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

4.3 Evaluation and Award Process:

4.3.1 After determining that a solicitation satisfies the mandatory requirements stated in the Invitation for Bid, the Division of Purchasing shall use objective analysis in conducting an assessment of the solicitation in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest cost solicitations which meets all mandatory requirements stated in the IFB.

4.3.2 Separate evaluations shall be conducted for each base vehicle base price model (line items 1, 8, 12, 16, 26, 30, 34, 41, and 44).

4.3.3 Determination of Lowest Priced Vendor including Consideration of Preferences: The vendor with the most points after completing the cost calculations and determining preferences points and any bonus points as specified below is considered the lowest vendor.

- a. Objective Evaluation of Cost – The cost evaluation shall be conducted in the following manner:
 - 1) The firm, fixed unit price for each vehicle base price line item shall be used to determine the lowest priced bid.
 - 2) In the event of participation in the Organizations for the Blind and Sheltered Workshop preference or Service-Disabled Veteran Business Enterprises bonus points, cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

4) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the Buyer.

- In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

1) In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
- A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.

2) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment - The vendor must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a letter of intent.

- 3) A list of Missouri sheltered workshops can be found at the following Internet address:
 - Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator:
<http://nowworkshops.org/services.html>
 - 4) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - 5) Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit G**, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed **Exhibit G** and the documentation specified on **Exhibit G** in accordance with the instructions provided therein, no preference points will be applied.
 - d. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
 - 1) Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a

qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.

- 2) The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 3) If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4) In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore the vendor should complete and return **Exhibit H**, certification regarding proof of compliance, with the solicitation. This document must be satisfactorily completed prior to an award of a contract.
- 5) If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 6) If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details with the solicitation.

4.4 Determination for Award:

- 4.4.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award.
- 4.4.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
 - a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the vehicles within the past three (3) years, **and/or** (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required.
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 4.4.3 Determination of Award - The award shall be made to the lowest priced responsive vendor for each base model line item (line items 1, 8, 12, 16, 26, 30, 34, 41, and 44). Option line items for each base model shall be awarded to the lowest responsive vendor for the base model (i.e. line items 2 through 8 shall be awarded to the low vendor for line item 1). The round trip per mile charge (line item 47) and the miscellaneous options/features (line item 48) shall also be awarded to each low vendor for the base model line items.

END OF PART FOUR: RESPONSE SUBMISSION INFORMATION AND REQUIREMENTS

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EXHIBIT A
PRICING PAGE

The make/models specified herein are mandatory. The vendor must provide the make/model specified for each line item they choose to bid. Other makes/models will not be accepted. In order to verify the vendor's compliance with the specifications, it is highly desirable that the vendor complete and submit the specification table for each line item they intend to bid on. It is the vendor's responsibility to make sure all vehicles proposed are adequately described in order to conduct an evaluation of the proposal to ensure its compliance with mandatory specifications.

The vendor is warned that if a proposal fails to meet or exceed the specifications identified herein, **the bid may be considered non-responsive and will not be eligible for contract award.**

Note: All specification lines should be completed with detailed information for the vehicle proposed. The state of Missouri reserves the right to clarify any specification with the vendor.

UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 203

LINE ITEM 1 – MODEL YEAR 2020: DODGE CHARGER PURSUIT ALL-WHEEL DRIVE SEDANFirm, Fixed Base Price Equipped as Specified Below: \$ N/A PER EACH

Delivery: _____ days ARO

Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
ALL WHEEL DRIVE	
TRANSMISSION: Five (5) speed	
Automatic with Overdrive	
Heavy duty for police operation	
Lever shifter	
REAR AXLE RATIO: 3.07 to 1	
STEERING: Heavy duty electro-hydraulic rack and pinion	
Power with oil cooler	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty fade resistant	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM:	
Heavy duty	
Four (4) wheel independent front and rear police tuned suspension	
TIRES:	
Five (four tires plus spare)	
Goodyear P245/55R18 "W" Speed Rated	
Includes full size spare	
WHEELS:	
Five (5)	
18" x 7.5" steel wheels	
Includes full size spare	
WHEEL COVERS:	
Manufacturer's 18" full wheel covers required	
SPARE TIRE RELOCATION BRACKET:	
Manufacturer's spare tire relocation bracket required	
ALTERNATOR:	
220 ampere	
BATTERY:	
Heavy duty for police use	
800 CCA minimum	
CRUISE CONTROL:	
Factory installed required	
AIR CONDITIONING & HEATING:	
Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER:	
Manufacturer's standard required	
SPEEDOMETER:	
Police type	
0-160 MPH	
Certified for accuracy	
RADIO:	
Manufacturer's Standard	
BLUETOOTH:	
Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS:	
Manufacturer's standard required	
Rear power windows must be operable from rear seat as well as from the driver's seat	
System must include a rear window lockout switch controllable from the driver's position	
DOOR LOCKS AND HANDLES:	
Rear inside door locks and handles must be fully operable	
SINGLE KEY LOCKING SYSTEM:	
Single key system for driver door and deck lid	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
Minimum of two (2) keyless entry key fobs	
Each vehicle keyed differently	
Remote proximity keyless entry system	
AUTOMATIC DECK LID RELEASE: Electric to unlock the deck lid from the driver's position inside the vehicle	
Ignition powered	
FRONT SEATS: Heavy duty bucket seats	
Reinforced for increased support	
Covered with heavy duty cloth fabric	
No center console	
Power adjusting driver seat required	
REAR SEAT: Heavy duty cloth fabric rear bench seat	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	
6" halogen spotlight installed	
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp	
Wired and switched independently from standard dome lamp	
POLICE EQUIPMENT MOUNTING BRACKET: Factory installed police equipment mounting bracket located between the front seats required	
BACKUP CAMERA: Manufacturer's standard backup camera required	
OFFICER PROTECTION PACKAGE: Includes blind spot, power, fold pursuit mirrors	
Exterior mirrors with heating element	
ParkSense rear park assist system	
OTHER OPTIONS: Blind spot and cross path detection	
Programmable system to alert officer when vehicle is approached from rear	
Required intermotive modules must be shipped separately and installed by agency	
SECURE PARK: Allows driver to leave the engine running and prevents unauthorized vehicle use	

COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Charger Pursuit All-Wheel Drive Sedan	

OPTION PRICING FOR LINE ITEM 1:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 2 – 3.6 liter V6 gasoline engine \$ _____
(option deletes all-wheel drive & changes axle ratio
to 2.62 to 1; changes power steering to electric assist &
deletes power steering oil cooler) (state credit value)

Line Item 3 – Delete all-wheel drive system \$ _____
(Changes axle ratio from 3.07 to 1 to 2.62 to 1;
changes power steering to electric assist &
deletes power steering oil cooler) (state credit value)

Line Item 4 – Convenience Group 1 \$ _____
(includes power adjustable pedals and driver/front
passenger power adjusting seats)

Line Item 5 – Additional Key FOBS \$ _____
With Keyless Entry Transmitters
(package of four (4) transmitters)

Line Item 6 – 12.1 inch Integrated Display Package \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 7 – Preparation Cost for All Other State Agencies \$ _____/vehicle
& Cooperative Procurement Agencies
(fee pertains to line item 1)

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 8

LINE ITEM 8 – MODEL YEAR 2020: DODGE DURANGO PURSUIT ALL-WHEEL DRIVE SPORT UTILITY VEHICLEFirm, Fixed Base Price Equipped as Specified Below: \$ N/A PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
ALL WHEEL DRIVE	
Two speed, electronically shifted transfer case	
TRANSMISSION:	
Eight (8) speed	
Automatic with Overdrive	
STEERING WHEEL:	
Manufacturer's Standard	
Tilt required	
BRAKES:	
Heavy duty	
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM:	
Front and rear independent suspension systems	
TIRES:	
Four (4)	
P265/60R18	
Spare tire -- P245/65R18	
WHEELS:	
Five (5)	
18"x8" standard aluminum wheels	
Includes full size spare	
Steel spare wheel is acceptable	
ALTERNATOR:	
220 ampere	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BATTERY: Heavy duty for police use	
800 CCA minimum	
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
SPEEDOMETER: Police type	
Certified for accuracy	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
Factory installed keyless entry system with minimum of two (2) keyless entry key fobs	
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required	
Heated required	
FRONT SEATS: Heavy duty cloth bucket seats	
Power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty cloth fabric	
60/40 bench seat	
THIRD ROW SEATING: None	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp	
Wired and switched independently from standard dome lamp	
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring	
SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody	
BACKUP CAMERA: Manufacturer's standard backup camera required	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle	

OPTION PRICING FOR LINE ITEM 8:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 9 – 3.6 liter V6 gasoline engine (option changes all-wheel drive system to single speed and changes battery specifications to 650 cca - main and 200 cca auxiliary) \$ _____ (state credit value)

Line Item 10 – Driver Side Spotlight, 6" LED, Installed \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 11 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 8) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 12 – MODEL YEAR 2020: DODGE DURANGO SPECIAL SERVICE PACKAGE REAR WHEEL DRIVE SPORT UTILITY VEHICLEFirm, Fixed Base Price Equipped as Specified Below: \$ N/A PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
REAR WHEEL DRIVE	
TRANSMISSION: Eight (8) speed	
Automatic with Overdrive	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty	
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Front and rear independent suspension systems	
TIRES: Five (four tires plus spare)	
Manufacturer's standard for make/model	
Includes full size spare	
WHEELS: Five (5)	
Manufacturer's standard aluminum wheels	
Includes full size spare	
Steel spare wheel is acceptable	
ALTERNATOR: 220 ampere	
BATTERY: Heavy duty for police use 800 CCA minimum	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
Factory installed keyless entry system with minimum of two (2) keyless entry key fobs	
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required	
Heated required	
FRONT SEATS: Heavy duty cloth bucket seats	
Power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty cloth fabric	
60/40 bench seat	
THIRD ROW SEATING: None	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp	
Wired and switched independently from standard dome lamp	
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BACKUP CAMERA: Manufacturer's standard backup camera required	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle	

OPTION PRICING FOR LINE ITEM 12:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 13 – 3.6 liter V6 gasoline engine in lieu of 5.7 liter V8 engine \$ _____
option changes battery specifications to 650 cca (state credit value)

Line Item 14 – Driver Side Spotlight, 6" LED, Installed \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 15 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies \$ _____/vehicle
(fee pertains to line item 12)

UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 113

LINE ITEM 16 – MODEL YEAR 2020: FORD POLICE INTERCEPTOR UTILITY

Firm, Fixed Base Price Equipped as Specified Below: \$ 33,738 PER EACH

K8A
500A

Delivery: 150-180* days ARO

Warranty: Mfr. std. only = Powertrain = 5 yrs or 100k mi
Bumper = 3 yrs or 36k mi

**Sub to change, please call/email for updated ETA.*

Manufacturer Order Cut-Off Date: T.B.D.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

99B/
44A

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 3.3 liter V6 direct injection FFV engine	✓
Gasoline	✓
Heavy duty cooling system	✓
Engine oil cooler	✓
ALL WHEEL DRIVE	✓
TRANSMISSION: Ten (10) speed	✓
Automatic	✓
Heavy duty police calibration	✓
Column mounted gear selector	✓
Transmission oil cooler	✓
STEERING: Heavy duty electric power assist	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt required	✓
BRAKES: Heavy duty	✓
Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
SUSPENSION SYSTEM: Independent front and rear suspension	✓
TIRES: Five (four tires plus spare)	✓
P255/60R18 BSW	✓
Includes full size spare	✓
WHEELS: Five (5)	✓
18" heavy duty steel wheels	✓
Includes full size spare	✓
WHEEL COVERS: Manufacturers full wheel covers required	✓

65 L

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
CRUISE CONTROL: Factory installed required	✓
AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
Integral heater and defroster	✓
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	✓
SPEEDOMETER: Police type	✓
Certified for accuracy	✓
RADIO: Manufacturer's Standard AM/FM	✓
BLUETOOTH: Factory installed Bluetooth hands-free device	✓
BACKUP CAMERA: Manufacturer's standard required	<i>located in Center Stack, for rearview mirror view, add opt. 87R</i>
76R REVERSE SENSING: Reverse sensing system required	✓
60R NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required	✓
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
Rear power windows must be operable from rear seat as well as from the driver's seat	✓
System must include a rear window lockout switch controllable from the driver's position	✓
18D GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate	✓
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	✓
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	✓
Each vehicle keyed differently	✓
55F REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS	✓
DOOR LOCK CYLINDERS: Lift gate key lock cylinder required	✓
Driver door key lock cylinder required	✓
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	✓
549 Heated required	✓
GLASS: Privacy glass required for second row, rear quarter and lift gate	✓
AIR BAGS: Manufacturer's Standard	✓

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
FRONT SEATS:	
Heavy duty bucket seats	✓
Designed for police usage	✓
Covered with heavy duty cloth fabric	✓
No center console	✓
6-way power adjusting driver seat required	✓
REAR SEAT:	
Heavy duty cloth fabric rear bench seat	✓
FLOOR COVERING:	
Full carpeting, first and second rows	✓
FLOOR MATS:	
Manufacturer's carpeted mats required	✓
FRONT LICENSE BRACKET:	
Manufacturer's standard required	✓
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND:	
Left (driver side) factory spotlight provision	✓
LED spotlight installed	✓
POLICE POWER PIGTAIL:	
Power pigtail harness required	✓
WIRING:	
Pre-wiring for grill LED lamp, siren and speaker	✓
COURTESY LAMP DISABLE:	
Courtesy lamp disabled when any door is opened	✓
AUXILIARY DOME LAMPS:	
Factory installed first row overhead red/white auxiliary dome lamp	✓
Factory installed red/white overhead dome lamp in cargo area	✓
POLICE INTERCEPTOR HEADLAMP HOUSINGS:	
Includes LED wig-wag feature	✓
Pre-drilled holes for side marker police use	✓
Does not include LED installed lights	✓
TAIL LAMP HOUSING PREP PACKAGE:	
Factory installed tail lamp housing prep package required	✓
Does not include LED installed lights.	✓
POLICE ENGINE IDLE FEATURE:	
Allows driver to leave the engine running and prevents unauthorized vehicle use	✓
UNDERBODY DEFLECTOR PLATE	
Engine and transmission shield	✓
TRAILER RECEIVER:	
Class III receiver required	✓
COLORS:	
Standard production solid color exterior and standard interior trim	✓
Colors will be selected after award	Med. Brown Met., Arizona Beige Met., Vermillion Red, List colors available: Blue Met., Smokestone Met., Kodiak Brown Met., Dark Toreador Red Met., Iconic Silver Met., Norsesea Blue Met., Dark Blu Royal Blue, Light Blue Met., Silver Grey Met., Sterling Grey Met., Agate Black, Med. Titanium M n. J. - 1. 1. 1. 1. 1.
MANDATORY MODEL: Ford Police Interceptor Utility	

OPTION PRICING FOR LINE ITEM 16:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

99W/44B	Line Item 17 – 3.3 liter Direct Injection Hybrid Engine	\$ <u>3,500</u>
99C/44U	Line Item 18 – 3.0 liter V6 EcoBoost turbocharged engine	\$ <u>4,300</u>
(-16C)	Line Item 19 – Black vinyl floor covering (Deletes carpet and carpeted floor mats)	\$ <u>-20</u> (state credit value)
17A	Line Item 20 – Auxiliary air conditioning (N/A w/ Cargo Vault)	\$ <u>600</u>
(-65L)	Line Item 21 - Standard wheel center caps in lieu of full wheel covers (Black wheels w/ chrome center caps)	\$ <u>-20</u> (state credit value)
64E	Line Item 22 - 18" painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel	\$ <u>510</u>
19V	Line Item 23 - Rear camera - on demand. Allows driver to activate rear camera on demand.	\$ <u>330</u>
52T	Line Item 24 - Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	\$ <u>180</u>

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 25 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 16)	\$ <u>1,095</u> /vehicle
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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 42

LINE ITEM 26 – MODEL YEAR 2020: FORD F-150 POLICE RESPONDER SUPERCREW

Firm, Fixed Base Price Equipped as Specified Below: \$ 33,716 PER EACH

WIP
150A

Delivery: 120-150* days ARO

Warranty: Mfr. std. only = Powertrain = 5 yrs or 100k mi.

Bumper = 3 yrs or 36k mi.

**Sub to change, please call/email for updated ETA.*

Manufacturer Order Cut-Off Date: T.B.D.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

994/
44G

145

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 3.5 liter V6 EcoBoost	✓
Gasoline	✓
FOUR WHEEL DRIVE	✓
BODY: Four (4) door SuperCrew cab with 5.5' box	✓
TRANSMISSION: Ten (10) speed	✓
Automatic	✓
Column mounted gear selector	✓
ALTERNATOR: 240 ampere	✓
STEERING: Power assist rack & pinion	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt required	✓
BRAKES: Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
TIRES: Five (four tires plus spare)	✓
LT275/65R18 all-terrain	✓
Includes full size spare	✓
WHEELS: Five (5)	✓
18" heavy duty	Aluminum
Includes full size spare	✓
CRUISE CONTROL: Factory installed required	✓

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
SPEEDOMETER: Calibrated and certified for accuracy	✓
AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
Integral heater and defroster	✓
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer installed rear window defroster required	<i>Incl. Privacy Glass (tinted rear windows)</i>
RADIO: Manufacturer's Standard AM/FM	✓
BLUETOOTH: Factory installed Bluetooth hands-free device	✓
REAR VIEW CAMERA: Manufacturer's standard required	✓
REVERSE SENSING: Manufacturer's reverse sensing system required	✓
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
Rear power windows must be operable from rear seat as well as from the driver's seat	✓
System must include a rear window lockout switch controllable from the driver's position	✓
SINGLE KEY LOCKING SYSTEM: Single key system with each vehicle keyed differently	✓
Remote keyless entry system with minimum of two (2) keyless entry key fobs	✓
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	✓
FRONT SEATS: Heavy duty bucket style seating	✓
Covered with heavy duty cloth fabric	✓
Center section delete. No center console.	✓
8-way power adjusting driver seat required	✓
SECOND ROW SEATING: Heavy duty vinyl second row bench seat	✓
AIR BAGS: Manufacturer's Standard	✓
FLOOR COVERING: Vinyl floor covering	✓
FRONT LICENSE BRACKET: Manufacturer's standard required	✓
TRAILER TOW PACKAGE: Class IV hitch	✓
4-pin/7-pin wiring harness	✓
Auxiliary transmission oil cooler	✓
Engine oil cooler	✓
TRAILER BRAKE CONTROLLER: Factory installed trailer brake controller	✓

924/
57Q

76R

PG

53A

677

17C/
595
18B

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BUMPERS: Chrome front and rear required	Incl. Fog lamps
RUNNING BOARDS: Drivers and passenger factory installed running boards	✓
COLORS: Standard production solid color exterior and standard interior trim color	List colors available; List colors available: Stone Gray, Agate Black, Magnetic (Gray), Blue Jeans, Race Red, Velocity Blue, Iconic Silver, Oxford White
Colors will be selected after award	✓
MANDATORY MODEL: Ford F-150 Police Responder	

OPTION PRICING FOR LINE ITEM 26:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

(-17C/ -595)	Line Item 27 – Delete chrome bumpers, front and rear (deletes optional fog lamps)	\$ <u> -150 </u> (state credit)
(-18B)	Line Item 28 – Delete factory installed black platform running boards	\$ <u> -100 </u> (state credit)

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 29 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 20)	\$ <u> 1,095 </u> /vehicle
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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 30 – MODEL YEAR 2020: FORD POLICE RESPONDER HYBRID SEDAN

Firm, Fixed Base Price Equipped as Specified Below: \$ 25,584 PER EACH

Delivery: 100-140* days ARO

Warranty: Mfr. std. only =

Bumper = 3 yrs or 36k mi.
Powertrain = 5 yrs or 100k mi.
Hybrid Unique Comp = 8 yrs or 100k mi.

*Sub. to change, please call/email for updated ETA.

Manufacturer Order Cut-Off Date: T.B.D.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

POA
430A

99u/
445

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 2.0L iVCT Atkinson Cycle I-4 Hybrid Engine	✓
Gasoline	✓
FRONT WHEEL DRIVE	✓
TRANSMISSION: CVT	✓
Rotary dial gear selector	✓
STEERING: Electric power assist	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt required	✓
BRAKES: Police calibrated high performance	✓
Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
SUSPENSION SYSTEM: Independent front and rear suspension	✓
Front and rear stabilizer bars	✓
TIRES: Four (4)	✓
P235/50R17 BSW	✓
Includes Tire Inflator and Sealant Kit	✓
WHEELS: Four (4)	✓
17" steel with center cap	✓
Includes tire inflator and sealant kit	✓
ALTERNATOR: 165 ampere heavy duty	✓
CRUISE CONTROL: Factory installed required	✓

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
Integral heater and defroster	✓
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	✓
SPEEDOMETER: Police calibrated	✓
Certified for accuracy	✓
RADIO: Manufacturer's standard AM/FM required	✓
BLUETOOTH: Factory installed Bluetooth hands-free device	✓
BACKUP CAMERA: Manufacturer's standard required	✓
REVERSE SENSING SYSTEM: Reverse sensing system required	✓
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required	✓
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	✓
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and deck lid	✓
Each vehicle keyed differently	✓
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of two (2) keyless entry key FOBS	✓
AUTOMATIC DECK LID RELEASE: Electric to unlock the deck lid from the driver's position inside the vehicle	✓
Ignition powered	✓
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	✓
FRONT SEATS: Police grade cloth	✓
Designed for police usage	✓
6-way manual driver seat required	✓
REAR SEAT: Vinyl 60/40 split non-folding	✓
AIR BAGS: Manufacturer's Standard	✓
FLOOR COVERING: Heavy duty vinyl flooring	✓
FRONT LICENSE BRACKET: Manufacturer's standard required	✓

43P

68E

VP

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
63E SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	✓
6" spotlight installed	✓
WIRING: Pre-wiring for LED lamp, siren and speaker	Control circuits included for grille lights, siren & speaker.
67D COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened	✓
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use	✓
COLORS: Standard production solid color exterior and standard interior trim	List colors available: Velocity Blue, Agate Black, Magnetic (Gray), Iconic Silver, Oxford White
Colors will be selected after award	List colors available: ✓
MANDATORY MODEL: Ford Responder Hybrid Sedan	

OPTION PRICING FOR LINE ITEM 30:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

AP Line Item 31 – Optional cloth 60/40 split non-folding rear seat \$ 100

64P Line Item 32 – 17" alloy wheels in lieu of steel wheels \$ 390

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 33 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 30) \$ 1,095 /vehicle

UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 34 – MODEL YEAR 2020: FORD EXPEDITION SPECIAL SERVICES VEHICLE

Firm, Fixed Base Price Equipped as Specified Below: \$ 36,876 PER EACH

Make and Model of Vehicle Proposed: 2020 Ford Expedition, 4x4, SSV (Reg. Length)

Delivery: 100-130* days ARO Warranty: Mfr. std only = Bumper = 3 yrs or 36K mi. Powertrain = 5 yrs or 60K mi.

Manufacturer Order Cut-Off Date: T.B.D.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	✓
Gasoline	✓
FOUR WHEEL DRIVE	✓
TRANSMISSION: Ten (10) speed	✓
Automatic	✓
Column mounted gear selector	✓
STEERING: Electric power assist	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt required	✓
BRAKES: Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
SUSPENSION SYSTEM: Independent front and rear suspension	✓
TIRES: Five (5)	✓
P265/70R17 all-terrain OWL	✓
Includes full size spare	✓
WHEELS: Five (5)	✓
17" steel wheels	✓
Includes full size spare	✓
CRUISE CONTROL: Factory installed required	✓
AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
Integral heater and defroster	✓
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	✓

UIG
102A

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
RADIO: Manufacturer's Standard, AM/FM	✓
BACKUP CAMERA: Manufacturer's standard required	✓
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
Rear power windows must be operable from rear seat as well as from the driver's seat	✓
System must include a rear window lockout switch controllable from the driver's position	✓
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	✓
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	✓
Each vehicle keyed differently	✓
REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	✓
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	✓
Heated required	✓
FRONT SEATS: Heavy duty bucket seats	✓
Covered with heavy duty cloth fabric	✓
No center console	✓
6-way power adjusting driver seat required	✓
SECOND ROW SEATING: Heavy duty cloth fabric second row bench seat	✓
THIRD ROW SEATING: None; Storage Bins	✓
AIR BAGS: Manufacturer's standard	✓
FLOOR COVERING: Vinyl floor covering	✓
FRONT LICENSE BRACKET: Manufacturer's standard required	✓
COLORS: Standard production solid color exterior and standard interior trim	List colors available: <i>Blue, Desert Gold, Magnetic, Iconic Silver, Race Red, Agate Black, Oxford White.</i>
Colors will be selected after award	
MANDATORY MODEL: Ford Expedition Special Services Vehicle	

21B

IFBC30034902000475

Page 43

OPTION PRICING FOR LINE ITEM 34:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

KIG/ 87P	Line Item 35 – Extended Length (MAX) Option (includes third row seating)	\$ <u>3,680</u>
(-21B)	Line Item 36 – Second row 40/20/40 vinyl seating in lieu of 40/20/40 cloth seating	\$ <u>-50</u> (state credit)
87P	Line Item 37 – Third row 60/40 cloth seating Deletes third row storage bins	\$ <u>810</u>
18B	Line Item 38 – Factory installed running boards	\$ <u>400</u>
53b	Line Item 39 – Heavy-duty trailer tow package (Includes 18" machined-faced aluminum wheels with painted pockets and 275/65R18 all terrain OWL tires in lieu of standard 17" steel wheels and tires (standard length vehicle only, extended length (Max option) vehicle retains standard 17" steel wheels and tires), Heavy-duty radiator, Integrated trailer brake controller, two (2) speed auto 4WD with neutral towing capability)	\$ <u>1,570</u>

PREPARATION COST FOR OTHER AGENCIES

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles processed through the vendor's dealership:

Line Item 40 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 34)	\$ <u>1,095</u> /vehicle
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UNSPSC Code: 25101505 – Minivans or vans

Historical Quantity: 0

LINE ITEM 41 – MODEL YEAR 2020: FORD TRANSIT VAN 250 AWD

Firm, Fixed Base Price Equipped as Specified Below: \$ 37,050 PER EACH

Make and Model of Vehicle Proposed: 2020 Ford Transit 250, Cargo Van, Medium Roof, Long Wheelbase, AWD

Delivery: 100-130* days ARO Warranty: Mfr. std. only = Bumper = 3 yrs or 36K mi.

Manufacturer Order Cut-Off Date: T.B.D. *Sub to change, please call/email for updated ETA. Powertrain = 5 yrs or 60K mi.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

R2C
101A

99G/
444

148

60C

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	✓
Gasoline	✓
ALL WHEEL DRIVE	AWD
TRANSMISSION: Ten (10) speed	✓
Automatic	✓
WHEEL BASE: 147.6"	148" Long Wheelbase
ROOF HEIGHT: Medium – 100.8"	Medium Roof
ALTERNATOR: 250 ampere heavy duty	✓
STEERING: Electric power assist	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt and telescoping required	✓
BRAKES: Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
SUSPENSION SYSTEM: Independent front and leaf spring rear	✓
TIRES: Five (5)	✓
235/65R16 BSW all-season	✓
Includes full size spare	✓
WHEELS: Five (5)	✓
16" steel wheels	✓
Includes full size spare	✓
CRUISE CONTROL: Factory installed required	✓

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
Integral heater and defroster	✓
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	<i>Incl. rear door windows & defroster.</i>
RADIO: Manufacturer's Standard, AM/FM	✓
BACKUP CAMERA: Manufacturer's standard required	✓
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
STABILITY: Electronic roll/side wind control required	✓
SINGLE KEY LOCKING SYSTEM: <i>rear doors</i> Single key system for ignition, door and lift gate	✓
Each vehicle keyed differently	✓
REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	✓
OUTSIDE REAR VIEW MIRRORS: Long arm, power adjusting with turn signals	✓
Heated required	✓
FRONT SEATS: 10-way power adjusting driver and passenger seat required	✓
Dark Gray cloth fabric	✓
BLUETOOTH: Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display	✓
SAFETY: Pre-collision and post-collision auto braking	✓
Lane alert	✓
SIDE DOOR: Manual sliding passenger side door with fixed privacy glass	<i>Sliding passenger side door, with privacy (tinted) glass.</i>
REAR DOORS: Dual rear doors with fixed privacy glass	✓
WINDSHIELD WIPERS: Auto rain sensing	✓
AIR BAGS: Manufacturer's standard	✓
FOG LAMPS: Front fog lamps required	✓
FUEL TANK: Extended range 31-gallon fuel tank	✓
EXTERIOR UPGRADE OPTION: Chrome lined ^{trimmed} headlamps, three (3) bar grille with chrome surround, and full silver wheel covers	✓

57N

544

21Q

CK

17B/
12E

55D

655

18D

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
87E AUXILIARY FUSE PANEL OPTION: Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system	✓
90D 110 VOLT OUTLET: 110 V / 400W outlet required	✓
87A REAR POWER POINT: 12 volt power point located in rear of vehicle	✓
16E FLOOR COVERING: Vinyl floor covering front and rear	✓
FRONT LICENSE BRACKET: Manufacturer's standard required	✓
PAYLOAD: 9070 GVWR	✓
COLORS: Standard production solid color exterior and standard interior trim	List colors available: <i>No charge... School Bus Yellow, Race Red, Oxford White.</i> <i>Extra charge (\$200)... Kapoor Red, Diffused Silver, Magnetic (Gray), Blue Jeans, Agate Black, Ingot Silver, Green Gem.</i>
Colors will be selected after award	
MANDATORY MODEL: Ford Transit 250	

OPTION PRICING FOR LINE ITEM 41:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

86F **Line Item 42** – Two (2) additional key with FOBS \$ 80

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 43 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 41) \$ 995 /vehicle

UNSPSC Code: 25101505 – Minivans or vans

Historical Quantity: 0

LINE ITEM 44 – MODEL YEAR 2020: FORD TRANSIT VAN 350 DUAL REAR WHEEL AWD

Firm, Fixed Base Price Equipped as Specified Below: \$ 42,524 PER EACH

Make and Model of Vehicle Proposed: 2020 Ford Transit 350, Cargo Van, High Roof, Long Wheelbase-Extended Length, AWD
 Delivery: 100-130* days ARO Warranty: Mfr. std. only = Bumper = 3yrs or 36K mi.
*Sub to change, please call/email for updated ETA. Powertrain = 5yrs or 60K mi.
 Manufacturer Order Cut-Off Date: T.B.D.

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

F4U
01A

99G/
14U

148

60C

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	✓
Gasoline	✓
ALL WHEEL DRIVE	✓
TRANSMISSION: Ten (10) speed	✓
Automatic	✓
WHEEL BASE: 147.6"	148" Long Wheelbase-Extended Length
ROOF HEIGHT: High – 110.1"	High Roof
ALTERNATOR: 250 ampere heavy duty	✓
STEERING: Electric power assist	✓
STEERING WHEEL: Manufacturer's Standard	✓
Tilt and telescoping required	✓
BRAKES: Four (4) wheel anti-lock disc brakes	✓
Power booster	✓
SUSPENSION SYSTEM: Independent front and leaf spring rear	✓
TIRES: Seven (7)	✓
205/75R16 BSW all-season	✓
Includes full size spare	✓
WHEELS: Seven (7)	✓
16" steel wheels	✓
Includes full size spare	✓
CRUISE CONTROL: Factory installed required	✓

	Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
	AIR CONDITIONING & HEATING: Factory installed air conditioning	✓
	Integral heater and defroster	✓
57N	ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	Incl. Rear Door Windows & Defroster.
	RADIO: Manufacturer's Standard, AM/FM	✓
	BACKUP CAMERA: Manufacturer's standard required	✓
	POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	✓
	STABILITY: Electronic roll/side wind control required	✓
	SINGLE KEY LOCKING SYSTEM: rear doors Single key system for ignition, door and lift gate	✓
	Each vehicle keyed differently	✓
	REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	✓
544	OUTSIDE REAR VIEW MIRRORS: Long arm, power adjusting with turn signals	✓
	Heated required	✓
21 Q	FRONT SEATS: 10-way power adjusting driver and passenger seat required	✓
CK	Dark Gray cloth fabric	✓
	BLUETOOTH: Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display	✓
	SAFETY: Pre-collision and post-collision auto braking	✓
	Lane alert	✓
17B/ 92E	SIDE DOOR: Manual sliding passenger side door with fixed privacy glass	Sliding passenger side door, with privacy (tinted) glass.
	REAR DOORS: Dual rear doors with fixed privacy glass	✓
	WINDSHIELD WIPERS: Auto rain sensing	✓
	AIR BAGS: Manufacturer's standard	✓
55D	FOG LAMPS: Front fog lamps required	✓
655	FUEL TANK: Extended range 31-gallon fuel tank	✓
18L	EXTERIOR UPGRADE OPTION: Chrome tinted headlamps, three (3) bar grille with chrome surround, and full silver wheel covers	✓

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
87E AUXILIARY FUSE PANEL OPTION: Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system	✓
90D 110 VOLT OUTLET: 110 V / 400W outlet required	✓
37A REAR POWER POINT: 12 volt power point located in rear of vehicle	✓
6E FLOOR COVERING: Vinyl floor covering front and rear	✓
FRONT LICENSE BRACKET: Manufacturer's standard required	✓
PAYLOAD: 9,950 GVWR	✓
COLORS: Standard production solid color exterior and standard interior trim	List colors available: <i>No charge... School Bus Yellow, Race Red, Oxford white.</i>
Colors will be selected after award	<i>Extra charge (\$200)... Kapoor Red, Diffused Silver, Magnetic (Grey), Blue Jeans, Agate Black, Ingot Silver, Green Gem.</i>
MANDATORY MODEL: Ford Transit 250	

OPTION PRICING FOR LINE ITEM 44:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

86F Line Item 45 – Two (2) additional key with FOBS \$ 80

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 46 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 44) \$ 995 /vehicle

The vendor shall state below the round trip per mile charge for delivering cooperative procurement and other state agency vehicles if requested:

C/S Code: 25101702 POLICE VEHICLES

LINE ITEM 47: ROUND TRIP PER MILE DELIVERY CHARGE

*(for cooperative procurement members and other state agency purchases only –
The Missouri State Highway Patrol shall not incur delivery charges.)*

Firm, Fixed Round Trip Price Per Mile for Delivery to Cooperative Entities & Other State Agencies:

\$.99 PER MILE /per vehicle (Not to exceed \$150 per vehicle)

Location(s) from which Vehicles will be Delivered: _____

Joe Macheans Ford
1911 W. Worley
Columbia, MO 65203

C/S Code: 25101702 POLICE VEHICLES

1 TOTL TBD

LINE ITEM 48 – MISCELLANEOUS OPTIONS / FEATURES

Line item shall be used for the purchase of miscellaneous vehicle options/features not specified herein. Prior to issuing a purchase order, the state agency shall contact the contractor to obtain the price for the option required.

EXHIBIT BCURRENT/PRIOR EXPERIENCE VERIFICATION

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: <u>Joe Machens Ford - Kelly Sells</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	<u>Stl County / Ronald Feltmann</u>
Address of Company/Client ✓ Street Address ✓ City, State, Zip	<u>2500 Drilling Service Dr. Maryland Heights, MO 63043</u>
Company/Client Contact Person Information: ✓ Name ✓ Phone number ✓ E-mail Address	<u>Ronald Feltmann 314.615.6283 rfeltmann@stlouisco.com</u>
Dates of Services:	<u>Current</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Dollar Value of Services	<u>Current: \$300k+ Past: \$2.45M+</u>
Description of Services Performed	<u>Currently delivering/ordering vehicles from State Contracts.</u>

EXHIBIT CMISCELLANEOUS INFORMATIONEmployee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	— %

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

X001231175	Joe Machens Ford Lincoln
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor
Possible if upfit equipment is needed ... (Partitions, racks/bins, etc) (Vans)	
Knapheide 6603 Bus 50 W Jefferson City, MO	If needed ... (Partitions, racks/bins, etc)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Joe Macheus Ford Lincoln
Company Name

080140321
DUNS # (if known)

Kelly Sells
Authorized Representative's Printed Name

Fleet Mgr
Authorized Representative's Title

Kelly Sells
Authorized Representative's Signature

9/10/19
Date

Instructions for Certification

1. By signing and submitting this solicitation, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this solicitation is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "solicitation," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this solicitation is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this solicitation that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this solicitation that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. N/A		Product/Service(s) proposed: ----- IFB Paragraph References:
2.		Product/Service(s) proposed: ----- IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT G
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past three (3) years to Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214),
- A copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT G (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

 N/A
Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Buyer

Date

**EXHIBIT H
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete Table 3.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete Table 4.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete Table 5.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete Table 6.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
16	Chicago, IL	41-44	Kansas City, MO
26	Kansas City, MO / Dearborn, MI		
34	Louisville, KY		

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

EXHIBIT H, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
30	Hermosillo, Mexico	NAFTA	ustr.gov

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)

Joe Machens Ford

COMPANY NAME

Joe Machens Ford

IFBC30034902000475

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Attachment #1 - 2

The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.

**STATE OF MISSOURI
DIVISION OF PURCHASING**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Vendor** means the supplier, bidder, person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, bidder, person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. 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 to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from Purchasing, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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.
- e. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com.gov/>.

- f. Purchasing reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

4. PREPARATION OF BIDS

- a. Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Purchasing office. Delivered bids must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the Purchasing office (address listed above) no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to Purchasing must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. Purchasing reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Purchasing may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. Purchasing posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. Purchasing maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- n. The final determination of contract award(s) shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Purchasing's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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. The State of Missouri 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. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. 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 Purchasing, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 06-27-19

Extremely Urgent

This envelope is for use with the following services: **UPS Next Day Air®**
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UPS 2nd Day Air®

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Kelly Sells
Joe Machens Ford
1911 W Worley
Columbia, MO 65203

DP# 10 SEP 19 448:21

Purchasing
301 West High Street, Room 630
Jefferson City, MO 65101

Solicitation / OPP No.: IFBC30034902000475 (Patrol Vehicle Bid), Due: 09/10/2019



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
INVITATION FOR BID (IFB)

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034902000475
TITLE: Model Year 2020 Patrol Vehicles
ISSUE DATE: 8/29/19

REQ NO.: RVS42000014
BUYER: Jason Kolks
PHONE NO.: (573) 522-1620
E-MAIL: jason.kolks@oa.mo.gov

RETURN BID NO LATER THAN: 9/10/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND ADDENDUM(S) TO:

(U.S. Mail)
PURCHASING
PO BOX 809

or

JEFFERSON CITY MO 65102-0809

(Courier Service)

PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2019

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agencies throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued IFB addendum(s) and the original IFB document. The vendor agrees that the language of the original IFB as modified by this and any previously issued IFB addendums shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

ADDENDUM #01 to IFBC30034902000475

TITLE: Model Year 2020 Patrol Vehicles

CONTRACT PERIOD: Date of Award through June 30, 2019

PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**1. Closing date revised.**

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>.

Please follow these steps to conduct a comparison review of the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight). Click **Close** to return to the **Overview** page.

Note: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

Please follow these steps to accept the addendum document(s):

1. If you have not accepted the original solicitation document, go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s), then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s), then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
INVITATION FOR BID (IFB)

SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034902000475
TITLE: Model Year 2020 Patrol Vehicles
ISSUE DATE: 8/15/19

REQ NO.: RVS42000014
BUYER: Jason Kolks
PHONE NO.: 573-522-1620
E-MAIL: Jason.kolks@oa.mo.gov

Return solicitation date changed from 9/3/19 to 9/10/19 via Addendum #01

RETURN SOLICITATION NO LATER THAN: 9/10/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed solicitations must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO:	(U.S. Mail)		(Courier Service)
	PURCHASING	or	PURCHASING
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2020

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agencies throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 6/27/19). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

Solicitation Organization:

This document is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work
- Section 3: Contractual Requirements
- Section 4: Response Submission Information and Requirements
- Exhibit A: Pricing Page
- Exhibit B: Current/Prior Experience
- Exhibit C: Miscellaneous Information
- Exhibit D: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Exhibit E: Participation Commitment
- Exhibit F: Documentation of Intent to Participate
- Exhibit G: Missouri Service Disable Veterans Business Enterprise Preference
- Exhibit H: Domestic Products Procurement Act (Buy American) Preference

Terms and Conditions

Attachment #1: Missouri Statewide Contract Quarterly Administrative Fee Report

Attachment #2: Missouri Statewide Contract Quarterly Usage Report and Instructions

Attachments: The vendor is also advised that the attachments to this document referenced above provide additional requirements, information, and/or instruction. However, the attachments must be downloaded from the Division of Purchasing's MissouriBUYS website at: <https://missouribuys.mo.gov/>. The attachments are separate downloadable documents located on the same web page from where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the attachments. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the attachments.

1. INTRODUCTION AND GENERAL INFORMATION

This section of the solicitation includes a brief introduction and background information about the intended acquisition for which the requirements herein are written.

1.1 Introduction:

1.1.1 This document constitutes an invitation for sealed bids from prospective vendors to establish a contract for the purchase of Model Year 2020 Patrol Vehicle, hereinafter referred to as "state agency," in accordance with the requirements and provisions stated herein

1.2 Other Agencies May Order:

1.2.1 The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).

1.3 IFB Questions:

1.3.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a solicitation.

- a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

1.3.2 Questions and issues relating to the IFB must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at jason.kolks@oa.mo.gov.

1.3.3 All questions and issues should be submitted no later than ten calendar days prior to the due date of the solicitations. If not received prior to ten days before the solicitation due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.3.4 Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a IFB addendum as the questions and issues did not provide further revision or clarity to the IFB or that time was not available to provide a response. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any addendums thereto.

1.4 Background and Historical Usage Information:

1.4.1 The following information represents the historical usage from the current 2019 model year contracts by both state agencies and political subdivisions/municipalities. These figures are for informational purposes only and shall not be construed as a guarantee about volume of purchases to be made under the new contract(s).

Model of Vehicle	Quantity Purchased
Dodge Charger Pursuit All-Wheel Drive Sedan	300
Dodge Durango Pursuit All-Wheel Drive SUV	56
Dodge Durango Special Service Package Rear Wheel Drive SUV	0
Ford Police Responder Sedan	0
Ford Police Interceptor Utility	89
Ford F150 Police Responder	42

1.5 Current and/or Previous Contract Information:

1.5.1 A current contract(s) exist(s) for the products being obtained via this IFB. A copy of the contract can be viewed and printed from the Division of Purchasing Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search>. In addition, all bid and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Awarded Bid & Contract Document Search System. Please reference the Bid number IFBC30034901900367 or the contract numbers CC190367001, CC190367002, and CC190367003 when searching for these documents.

- a. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the products/services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

1.6 Accuracy of Background Information:

1.6.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the IFB includes requirements and provisions relating specifically to the scope of work of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the bid is accepted by the state.

2.1 General:

- 2.1.1 The contractor shall provide Model Year 2020 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.
- 2.1.2 All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the IFB specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.
- 2.1.3 All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.
- 2.1.4 As applicable, all options must be factory installed.

2.2 Warranty:

- 2.2.1 The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.
- 2.2.2 All warranty service must be performed in Missouri.

2.3 Delivery:

- 2.3.1 The patrol vehicles shall be shipped direct from the factory or assembly plant to the Missouri State Highway Patrol Garage, Highway 50 East at Shamrock Road, Jefferson City, Missouri, **FOB Destination, Freight Prepaid and Allowed**. Service or pre-delivery inspection by the contractor is not required.
- 2.3.2 Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 2.3.3 Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.
- 2.3.4 Each vehicle shall be delivered with the owner's manual.
- 2.3.5 In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- 2.3.6 The contractor shall understand and agree that the vehicle preparation costs (line items 7, 11, 15, 25, 29, 33, 40, 43, and 46) and the round trip per mile delivery charge (line item 47) shall only apply to public

(cooperative procurement) entities and all other state agencies making purchases off the contract. This shall not apply to the Missouri State Highway Patrol.

2.4 Financial Responsibility:

2.4.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

2.5 Payments and Invoices:

2.5.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.5.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.5.3 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.6 Missouri Statewide Contract Quarterly Administrative Fee:

2.6.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.6.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.6.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.6.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.7 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.7.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://content.oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

2.7.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.8 Missouri Statewide Contract Quarterly Usage Report:

2.8.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

Data Element	Description
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2.8.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.8.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 2.8.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.9 Repair or Replacement of Damaged Product:

- 2.9.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3. CONTRACTUAL REQUIREMENTS

This section of the IFB includes contractual requirements and provisions that will govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - 1) The State of Missouri does not negotiate contracts after award.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period:

3.2.1 The original contract period shall be as stated on page 1 of this IFB unless the manufacturer's model year end is prior to June 30, 2020 and the contractor has not otherwise agreed to a model year roll-over extension. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period, subject to provisions stated below regarding the model year roll-over contract period extension.

3.3 Model Year Roll-Over Contract Period Extension:

- 3.3.1 It is highly desirable for the contractor to agree to a model year "roll-over" option. The model year roll-over option shall extend the contract period past the 2020 model year manufacturer order cut-off date through the end of the 2020 calendar year.
- a. The contractor shall provide the subsequent model year (2021) comparable vehicle at the firm, fixed prices stated herein for the 2020 model year if the contractor has indicated acceptance of the model year roll-over contract period extension (see **Exhibit F** for acceptance).
 - b. In the event the contractor still has current model year vehicles available during the roll-over extension period, the contractor may continue supplying the current model year vehicles that meet contract requirements, pricing and specified options until such time the contractor depletes the contractor's on-the-lot stock of current model year vehicles.

3.4 Cooperative Procurement Program:

3.4.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide Model Year 2020 Patrol Vehicles as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

3.5 Termination:

3.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.6 Contractor Liability:

3.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.6.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.6 Insurance

3.6.3 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her

performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

3.7 Subcontractors:

3.7.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3.8 Participation by Other Organizations:

3.8.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded solicitation.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of

Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

3.9 Federal Funds Requirement:

- 3.9.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.10 Substitution of Personnel:

- 3.10.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the solicitation must be with individual(s) of equal or better qualifications than originally proposed.

3.11 Authorized Personnel:

- 3.11.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.11.2 If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 3.11.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.12 Contractor Status:

- 3.12.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor

shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.13 Coordination:

3.13.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. RESPONSE SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the vendor that are integral to vendors submitting a solicitation response. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in submitting a solicitation response.

4.1 Submission of Solicitation Response:

4.1.1 MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>). For all solicitations, vendors have the option of submitting their solicitation response either as an electronic response or as a hard copy response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf. (This document is also on the Bid Board referenced above.) Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any attachments.

- a. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the "Register" button at the top of the page, and completing the Vendor Registration.
- b. The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- c. If a registered vendor submits an electronic and hard copy solicitation response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.1.2 Electronic Response in MissouriBUYS - Vendors are encouraged to submit their entire response electronically; if a registered vendor is responding electronically through the MissouriBUYS System website. In addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the solicitation as an attachment to the electronic response. The registered vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website.
 - 1) To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's response in their attachments to be unreadable which could negatively impact the evaluation of the vendor's response.

4.1.3 Hard Copy Solicitation Response - If the vendor is submitting a solicitation response via the mail or a courier service or is hand delivering the solicitation response, the vendor should include completed exhibits, forms, and other information concerning the solicitation (including completed Pricing Page(s)) with the

solicitation. The vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.

- a. The vendor should include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.
- b. The solicitation response should be page numbered.
- c. In addition, the vendor should include one (1) complete electronic copy of their solicitation response in Microsoft compatible format on password protected flash drive. The electronic copy of the solicitation response and electronic attachments should be in a searchable format to facilitate the evaluation process. The vendor should provide the password for accessibility to the document(s). The vendor should ensure all media are identical to the vendor's hard copy original response.
- d. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the solicitation double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Solicitations may be submitted in a notebook or binder.

4.1.4 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant solicitation. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award.

- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
- b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the IFB requirements or terms and conditions, the IFB shall govern. Taking exception to the state's terms and conditions may render a vendor's solicitation unacceptable and remove it from consideration for award.

4.2 Solicitation Submittal Documentation - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the proposal. The vendor is cautioned that it is the vendor's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may adversely affect the evaluation of the proposal.

4.2.1 Pricing – The vendor shall submit a firm fixed unit price for each vehicle the vendor chooses to bid on **Exhibit A, Pricing Page** of the IFB. In addition, the vendor should submit firm, fixed prices for the corresponding applicable options on the Pricing Page. All pricing shall be quoted **FOB Destination, Freight Prepaid and Allowed**. Pricing shall be considered firm for the duration of the contract period.

4.2.2 Experience - The vendor should complete **Exhibit B** with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this IFB. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

4.2.3 The vendor should complete and submit **Exhibit C, Miscellaneous Information**.

4.2.4 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or

ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit D** with the proposal. This document must be satisfactorily completed prior to award of the contract.

4.2.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

4.3 Evaluation and Award Process:

4.3.1 After determining that a solicitation satisfies the mandatory requirements stated in the Invitation for Bid, the Division of Purchasing shall use objective analysis in conducting an assessment of the solicitation in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest cost solicitations which meets all mandatory requirements stated in the IFB.

4.3.2 Separate evaluations shall be conducted for each base vehicle base price model (line items 1, 8, 12, 16, 26, 30, 34, 41, and 44).

4.3.3 Determination of Lowest Priced Vendor including Consideration of Preferences: The vendor with the most points after completing the cost calculations and determining preferences points and any bonus points as specified below is considered the lowest vendor.

- a. Objective Evaluation of Cost – The cost evaluation shall be conducted in the following manner:
 - 1) The firm, fixed unit price for each vehicle base price line item shall be used to determine the lowest priced bid.
 - 2) In the event of participation in the Organizations for the Blind and Sheltered Workshop preference or Service-Disabled Veteran Business Enterprises bonus points, cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

4) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the Buyer.

- In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

1) In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
- A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.

2) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment - The vendor must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a letter of intent.

- 3) A list of Missouri sheltered workshops can be found at the following Internet address:
 - Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>
 - 4) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - 5) Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit G**, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed **Exhibit G** and the documentation specified on **Exhibit G** in accordance with the instructions provided therein, no preference points will be applied.
 - d. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
 - 1) Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a

qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.

- 2) The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 3) If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4) In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore the vendor should complete and return **Exhibit H**, certification regarding proof of compliance, with the solicitation. This document must be satisfactorily completed prior to an award of a contract.
- 5) If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 6) If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details with the solicitation.

4.4 Determination for Award:

- 4.4.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award.
- 4.4.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
 - a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the vehicles within the past three (3) years, **and/or** (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required.
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 4.4.3 Determination of Award - The award shall be made to the lowest priced responsive vendor for each base model line item (line items 1, 8, 12, 16, 26, 30, 34, 41, and 44). Option line items for each base model shall be awarded to the lowest responsive vendor for the base model (i.e. line items 2 through 8 shall be awarded to the low vendor for line item 1). The round trip per mile charge (line item 47) and the miscellaneous options/features (line item 48) shall also be awarded to each low vendor for the base model line items.

END OF PART FOUR: RESPONSE SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A
PRICING PAGE

The make/models specified herein are mandatory. The vendor must provide the make/model specified for each line item they choose to bid. Other makes/models will not be accepted. In order to verify the vendor's compliance with the specifications, it is highly desirable that the vendor complete and submit the specification table for each line item they intend to bid on. It is the vendor's responsibility to make sure all vehicles proposed are adequately described in order to conduct an evaluation of the proposal to ensure its compliance with mandatory specifications.

The vendor is warned that if a proposal fails to meet or exceed the specifications identified herein, the bid may be considered non-responsive and will not be eligible for contract award.

Note: All specification lines should be completed with detailed information for the vehicle proposed. The state of Missouri reserves the right to clarify any specification with the vendor.

UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 203

LINE ITEM 1 – MODEL YEAR 2020: DODGE CHARGER PURSUIT ALL-WHEEL DRIVE SEDAN

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
ALL WHEEL DRIVE	
TRANSMISSION: Five (5) speed	
Automatic with Overdrive	
Heavy duty for police operation	
Lever shifter	
REAR AXLE RATIO: 3.07 to 1	
STEERING: Heavy duty electro-hydraulic rack and pinion	
Power with oil cooler	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty fade resistant	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM:	
Heavy duty	
Four (4) wheel independent front and rear police tuned suspension	
TIRES:	
Five (four tires plus spare)	
Goodyear P245/55R18 "W" Speed Rated	
Includes full size spare	
WHEELS:	
Five (5)	
18" x 7.5" steel wheels	
Includes full size spare	
WHEEL COVERS:	
Manufacturer's 18" full wheel covers required	
SPARE TIRE RELOCATION BRACKET:	
Manufacturer's spare tire relocation bracket required	
ALTERNATOR:	
220 ampere	
BATTERY:	
Heavy duty for police use	
800 CCA minimum	
CRUISE CONTROL:	
Factory installed required	
AIR CONDITIONING & HEATING:	
Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER:	
Manufacturer's standard required	
SPEEDOMETER:	
Police type	
0-160 MPH	
Certified for accuracy	
RADIO:	
Manufacturer's Standard	
BLUETOOTH:	
Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS:	
Manufacturer's standard required	
Rear power windows must be operable from rear seat as well as from the driver's seat	
System must include a rear window lockout switch controllable from the driver's position	
DOOR LOCKS AND HANDLES:	
Rear inside door locks and handles must be fully operable	
SINGLE KEY LOCKING SYSTEM:	
Single key system for driver door and deck lid	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
Minimum of two (2) keyless entry key fobs	
Each vehicle keyed differently	
Remote proximity keyless entry system	
AUTOMATIC DECK LID RELEASE: Electric to unlock the deck lid from the driver's position inside the vehicle	
Ignition powered	
FRONT SEATS: Heavy duty bucket seats	
Reinforced for increased support	
Covered with heavy duty cloth fabric	
No center console	
Power adjusting driver seat required	
REAR SEAT: Heavy duty cloth fabric rear bench seat	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	
6" halogen spotlight installed	
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp	
Wired and switched independently from standard dome lamp	
POLICE EQUIPMENT MOUNTING BRACKET: Factory installed police equipment mounting bracket located between the front seats required	
BACKUP CAMERA: Manufacturer's standard backup camera required	
OFFICER PROTECTION PACKAGE: Includes blind spot, power, fold pursuit mirrors	
Exterior mirrors with heating element	
ParkSense rear park assist system	
OTHER OPTIONS: Blind spot and cross path detection	
Programmable system to alert officer when vehicle is approached from rear	
Required intermotive modules must be shipped separately and installed by agency	
SECURE PARK: Allows driver to leave the engine running and prevents unauthorized vehicle use	

COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Charger Pursuit All-Wheel Drive Sedan	

OPTION PRICING FOR LINE ITEM 1:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 2 – 3.6 liter V6 gasoline engine
 (option deletes all-wheel drive & changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) \$ _____
 (state credit value)

Line Item 3 – Delete all-wheel drive system
 (Changes axle ratio from 3.07 to 1 to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) \$ _____
 (state credit value)

Line Item 4 – Convenience Group 1
 (includes power adjustable pedals and driver/front passenger power adjusting seats) \$ _____

Line Item 5 – Additional Key FOBS
 With Keyless Entry Transmitters
 (package of four (4) transmitters) \$ _____

Line Item 6 – 12.1 inch Integrated Display Package \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 7 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies
 (fee pertains to line item 1) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 8

LINE ITEM 8 – MODEL YEAR 2020: DODGE DURANGO PURSUIT ALL-WHEEL DRIVE SPORT UTILITY VEHICLE

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
ALL WHEEL DRIVE	
Two speed, electronically shifted transfer case	
TRANSMISSION: Eight (8) speed	
Automatic with Overdrive	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty	
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Front and rear independent suspension systems	
TIRES: Four (4)	
P265/60R18	
Spare tire – P245/65R18	
WHEELS: Five (5)	
18"x8" standard aluminum wheels	
Includes full size spare	
Steel spare wheel is acceptable	
ALTERNATOR: 220 ampere	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BATTERY: Heavy duty for police use	
800 CCA minimum	
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
SPEEDOMETER: Police type	
Certified for accuracy	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
Factory installed keyless entry system with minimum of two (2) keyless entry key fobs	
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required	
Heated required	
FRONT SEATS: Heavy duty cloth bucket seats	
Power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty cloth fabric	
60/40 bench seat	
THIRD ROW SEATING: None	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp	
Wired and switched independently from standard dome lamp	
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring	
SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody	
BACKUP CAMERA: Manufacturer's standard backup camera required	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle	

OPTION PRICING FOR LINE ITEM 8:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 9 – 3.6 liter V6 gasoline engine (option changes all-wheel drive system to single speed and changes battery specifications to 650 cca - main and 200 cca auxiliary) \$ _____ (state credit value)

Line Item 10 – Driver Side Spotlight, 6" LED, Installed \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 11 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 8) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 12 – MODEL YEAR 2020: DODGE DURANGO SPECIAL SERVICE PACKAGE REAR WHEEL DRIVE SPORT UTILITY VEHICLE

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 5.7 liter V8	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
REAR WHEEL DRIVE	
TRANSMISSION: Eight (8) speed	
Automatic with Overdrive	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty	
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Front and rear independent suspension systems	
TIRES: Five (four tires plus spare)	
Manufacturer's standard for make/model	
Includes full size spare	
WHEELS: Five (5)	
Manufacturer's standard aluminum wheels	
Includes full size spare	
Steel spare wheel is acceptable	
ALTERNATOR: 220 ampere	
BATTERY: Heavy duty for police use 800 CCA minimum	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate Each vehicle keyed differently	
Factory installed keyless entry system with minimum of two (2) keyless entry key fobs	
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required Heated required	
FRONT SEATS: Heavy duty cloth bucket seats Power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty cloth fabric 60/40 bench seat	
THIRD ROW SEATING: None	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Full carpeting, both front and rear	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp Wired and switched independently from standard dome lamp	
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BACKUP CAMERA: Manufacturer's standard backup camera required	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle	

OPTION PRICING FOR LINE ITEM 12:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 13 – 3.6 liter V6 gasoline engine in lieu of 5.7 liter V8 engine \$ _____
 option changes battery specifications to 650 cca (state credit value)

Line Item 14 – Driver Side Spotlight, 6" LED, Installed \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 15 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies \$ _____/vehicle
 (fee pertains to line item 12)

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 113

LINE ITEM 16 – MODEL YEAR 2020: FORD POLICE INTERCEPTOR UTILITY

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 3.3 liter V6 direct injection FFV engine	
Gasoline	
Heavy duty cooling system	
Engine oil cooler	
ALL WHEEL DRIVE	
TRANSMISSION: Ten (10) speed	
Automatic	
Heavy duty police calibration	
Column mounted gear selector	
Transmission oil cooler	
STEERING: Heavy duty electric power assist	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Heavy duty	
Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Independent front and rear suspension	
TIRES: Five (four tires plus spare)	
P255/60R18 BSW	
Includes full size spare	
WHEELS: Five (5)	
18" heavy duty steel wheels	
Includes full size spare	
WHEEL COVERS: Manufacturers full wheel covers required	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
SPEEDOMETER: Police type	
Certified for accuracy	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
BACKUP CAMERA: Manufacturer's standard required	
REVERSE SENSING: Reverse sensing system required	
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
Rear power windows must be operable from rear seat as well as from the driver's seat	
System must include a rear window lockout switch controllable from the driver's position	
GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate	
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS	
DOOR LOCK CYLINDERS: Lift gate key lock cylinder required	
Driver door key lock cylinder required	
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	
Heated required	
GLASS: Privacy glass required for second row, rear quarter and lift gate	
AIR BAGS: Manufacturer's Standard	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
FRONT SEATS: Heavy duty bucket seats	
Designed for police usage	
Covered with heavy duty cloth fabric	
No center console	
6-way power adjusting driver seat required	
REAR SEAT: Heavy duty cloth fabric rear bench seat	
FLOOR COVERING: Full carpeting, first and second rows	
FLOOR MATS: Manufacturer's carpeted mats required	
FRONT LICENSE BRACKET: Manufacturer's standard required	
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	
LED spotlight installed	
POLICE POWER PIGTAIL: Power pigtail harness required	
WIRING: Pre-wiring for grill LED lamp, siren and speaker	
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened	
AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp	
Factory installed red/white overhead dome lamp in cargo area	
POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature	
Pre-drilled holes for side marker police use	
Does not include LED installed lights	
TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required	
Does not include LED installed lights.	
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use	
UNDERBODY DEFLECTOR PLATE Engine and transmission shield	
TRAILER RECEIVER: Class III receiver required	
COLORS: Standard production solid color exterior and standard interior trim	
Colors will be selected after award	List colors available:
MANDATORY MODEL: Ford Police Interceptor Utility	

OPTION PRICING FOR LINE ITEM 16:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 17 – 3.3 liter Direct Injection Hybrid Engine \$ _____

Line Item 18 – 3.0 liter V6 EcoBoost turbocharged engine \$ _____

Line Item 19 – Black vinyl floor covering
(Deletes carpet and carpeted floor mats) \$ _____
(state credit value)

Line Item 20 – Auxiliary air conditioning \$ _____

Line Item 21 - Standard wheel center caps in lieu of full wheel covers \$ _____
(state credit value)

Line Item 22 - 18" painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel \$ _____

Line Item 23 - Rear camera - on demand. Allows driver to activate rear camera on demand. \$ _____

Line Item 24 - Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 25 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 16) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 42

LINE ITEM 26 – MODEL YEAR 2020: FORD F-150 POLICE RESPONDER SUPERCREW

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 3.5 liter V6 EcoBoost	
Gasoline	
FOUR WHEEL DRIVE	
BODY: Four (4) door SuperCrew cab with 5.5' box	
TRANSMISSION: Ten (10) speed	
Automatic	
Column mounted gear selector	
ALTERNATOR: 240 ampere	
STEERING: Power assist rack & pinion	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Four (4) wheel anti-lock disc brakes	
Power booster	
TIRES: Five (four tires plus spare)	
LT275/65R18 all-terrain	
Includes full size spare	
WHEELS: Five (5)	
18" heavy duty	
Includes full size spare	
CRUISE CONTROL: Factory installed required	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
SPEEDOMETER: Calibrated and certified for accuracy	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer installed rear window defroster required	
RADIO: Manufacturer's Standard AM/FM	
BLUETOOTH: Factory installed Bluetooth hands-free device	
REAR VIEW CAMERA: Manufacturer's standard required	
REVERSE SENSING: Manufacturer's reverse sensing system required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
Rear power windows must be operable from rear seat as well as from the driver's seat	
System must include a rear window lockout switch controllable from the driver's position	
SINGLE KEY LOCKING SYSTEM: Single key system with each vehicle keyed differently	
Remote keyless entry system with minimum of two (2) keyless entry key fobs	
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	
FRONT SEATS: Heavy duty bucket style seating	
Covered with heavy duty cloth fabric	
Center section delete. No center console.	
8-way power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty vinyl second row bench seat	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Vinyl floor covering	
FRONT LICENSE BRACKET: Manufacturer's standard required	
TRAILER TOW PACKAGE: Class IV hitch	
4-pin/7-pin wiring harness	
Auxiliary transmission oil cooler	
Engine oil cooler	
TRAILER BRAKE CONTROLLER: Factory installed trailer brake controller	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
BUMPERS: Chrome front and rear required	
RUNNING BOARDS: Drivers and passenger factory installed running boards	
COLORS: Standard production solid color exterior and standard interior trim color	List colors available: List colors available:
Colors will be selected after award	
MANDATORY MODEL: Ford F-150 Police Responder	

OPTION PRICING FOR LINE ITEM 26:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 27 – Delete chrome bumpers, front and rear (deletes optional fog lamps) \$ _____ (state credit)

Line Item 28 – Delete factory installed black platform running boards \$ _____ (state credit)

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 29 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 30) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 30 – MODEL YEAR 2020: FORD POLICE RESPONDER HYBRID SEDAN

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 2.0L iVCT Atkinson Cycle I-4 Hybrid Engine Gasoline	
FRONT WHEEL DRIVE	
TRANSMISSION: CVT Rotary dial gear selector	
STEERING: Electric power assist	
STEERING WHEEL: Manufacturer's Standard Tilt required	
BRAKES: Police calibrated high performance Four (4) wheel anti-lock disc brakes Power booster	
SUSPENSION SYSTEM: Independent front and rear suspension Front and rear stabilizer bars	
TIRES: Four (4) P235/50R17 BSW Includes Tire Inflator and Sealant Kit	
WHEELS: Four (4) 17" steel with center cap Includes tire inflator and sealant kit	
ALTERNATOR: 165 ampere heavy duty	
CRUISE CONTROL: Factory installed required	

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Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
SPEEDOMETER: Police calibrated	
Certified for accuracy	
RADIO: Manufacturer's standard AM/FM required	
BLUETOOTH: Factory installed Bluetooth hands-free device	
BACKUP CAMERA: Manufacturer's standard required	
REVERSE SENSING SYSTEM: Reverse sensing system required	
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and deck lid Each vehicle keyed differently	
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of two (2) keyless entry key FOBS	
AUTOMATIC DECK LID RELEASE: Electric to unlock the deck lid from the driver's position inside the vehicle Ignition powered	
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	
FRONT SEATS: Police grade cloth Designed for police usage 6-way manual driver seat required	
REAR SEAT: Vinyl 60/40 split non-folding	
AIR BAGS: Manufacturer's Standard	
FLOOR COVERING: Heavy duty vinyl flooring	
FRONT LICENSE BRACKET: Manufacturer's standard required	

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	
6" spotlight installed	
WIRING: Pre-wiring for LED lamp, siren and speaker	
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened	
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	List colors available:
MANDATORY MODEL: Ford Responder Hybrid Sedan	

OPTION PRICING FOR LINE ITEM 30:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 31 – Optional cloth 60/40 split non-folding rear seat \$ _____

Line Item 32 – 17" alloy wheels in lieu of steel wheels \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 33 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 30) \$ _____/vehicle

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UNSPSC Code: 25101702 – POLICE VEHICLES

Historical Quantity: 0

LINE ITEM 34 – MODEL YEAR 2020: FORD EXPEDITION SPECIAL SERVICES VEHICLE

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Make and Model of Vehicle Proposed: _____

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	
Gasoline	
FOUR WHEEL DRIVE	
TRANSMISSION: Ten (10) speed	
Automatic	
Column mounted gear selector	
STEERING: Electric power assist	
STEERING WHEEL: Manufacturer's Standard	
Tilt required	
BRAKES: Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Independent front and rear suspension	
TIRES: Five (5)	
P265/70R17 all-terrain OWL	
Includes full size spare	
WHEELS: Five (5)	
17" steel wheels	
Includes full size spare	
CRUISE CONTROL: Factory installed required	
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	

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Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
RADIO: Manufacturer's Standard, AM/FM	
BACKUP CAMERA: Manufacturer's standard required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
Rear power windows must be operable from rear seat as well as from the driver's seat	
System must include a rear window lockout switch controllable from the driver's position	
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting	
Heated required	
FRONT SEATS: Heavy duty bucket seats	
Covered with heavy duty cloth fabric	
No center console	
6-way power adjusting driver seat required	
SECOND ROW SEATING: Heavy duty cloth fabric second row bench seat	
THIRD ROW SEATING: None; Storage Bins	
AIR BAGS: Manufacturer's standard	
FLOOR COVERING: Vinyl floor covering	
FRONT LICENSE BRACKET: Manufacturer's standard required	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Ford Expedition Special Services Vehicle	

OPTION PRICING FOR LINE ITEM 34:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 35 – Extended Length (MAX) Option (includes third row seating) \$ _____

Line Item 36 –Second row 40/20/40 vinyl seating in lieu of 40/20/40 cloth seating \$ _____ (state credit)

Line Item 37 – Third row 60/40 cloth seating Deletes third row storage bins \$ _____

Line Item 38 – Factory installed running boards \$ _____

Line Item 39 – Heavy-duty trailer tow package (Includes 18" machined-faced aluminum wheels with painted pockets and 275/65R18 all terrain OWL tires in lieu of standard 17" steel wheels and tires (**standard length vehicle only, extended length (Max option) vehicle retains standard 17" steel wheels and tires**), Heavy-duty radiator, Integrated trailer brake controller, two (2) speed auto 4WD with neutral towing capability) \$ _____

PREPARATION COST FOR OTHER AGENCIES

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles processed through the vendor's dealership:

Line Item 40 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 34) \$ _____/vehicle

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UNSPSC Code: 25101505 – Minivans or vans

Historical Quantity: 0

LINE ITEM 41 – MODEL YEAR 2020: FORD TRANSIT VAN 250 AWD

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Make and Model of Vehicle Proposed: _____

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	
Gasoline	
ALL WHEEL DRIVE	
TRANSMISSION: Ten (10) speed	
Automatic	
WHEEL BASE: 147.6"	
ROOF HEIGHT: Medium – 100.8"	
ALTERNATOR: 250 ampere heavy duty	
STEERING: Electric power assist	
STEERING WHEEL: Manufacturer's Standard	
Tilt and telescoping required	
BRAKES: Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Independent front and leaf spring rear	
TIRES: Five (5)	
235/65R16 BSW all-season	
Includes full size spare	
WHEELS: Five (5)	
16" steel wheels	
Includes full size spare	
CRUISE CONTROL: Factory installed required	

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Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
RADIO: Manufacturer's Standard, AM/FM	
BACKUP CAMERA: Manufacturer's standard required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
STABILITY: Electronic roll/side wind control required	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	
OUTSIDE REAR VIEW MIRRORS: Long arm, power adjusting with turn signals	
Heated required	
FRONT SEATS: 10-way power adjusting driver and passenger seat required	
Dark Gray cloth fabric	
BLUETOOTH: Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display	
SAFETY: Pre-collision and post-collision auto braking	
Lane alert	
SIDE DOOR: Manual sliding passenger side door with fixed privacy glass	
REAR DOORS: Dual rear doors with fixed privacy glass	
WINDSHIELD WIPERS: Auto rain sensing	
AIR BAGS: Manufacturer's standard	
FOG LAMPS: Front fog lamps required	
FUEL TANK: Extended range 31-gallon fuel tank	
EXTERIOR UPGRADE OPTION: Chrome timed headlamps, three (3) bar grille with chrome surround, and full silver wheel covers	

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
AUXILIARY FUSE PANEL OPTION: Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system	
110 VOLT OUTLET: 110 V / 400W outlet required	
REAR POWER POINT: 12 volt power point located in rear of vehicle	
FLOOR COVERING: Vinyl floor covering front and rear	
FRONT LICENSE BRACKET: Manufacturer's standard required	
PAYLOAD: 9070 GVWR	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Ford Transit 250	

OPTION PRICING FOR LINE ITEM 41:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 42 – Two (2) additional key with FOBS \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 43 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 41) \$ _____/vehicle

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UNSPSC Code: 25101505 – Minivans or vans

Historical Quantity: 0

LINE ITEM 44 – MODEL YEAR 2020: FORD TRANSIT VAN 350 DUAL REAR WHEEL AWD

Firm, Fixed Base Price Equipped as Specified Below: \$ _____ PER EACH

Make and Model of Vehicle Proposed: _____

Delivery: _____ days ARO Warranty: _____

Manufacturer Order Cut-Off Date: _____

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
ENGINE: 3.5 liter V6 EcoBoost	
Gasoline	
ALL WHEEL DRIVE	
TRANSMISSION: Ten (10) speed	
Automatic	
WHEEL BASE: 147.6"	
ROOF HEIGHT: High – 110.1"	
ALTERNATOR: 250 ampere heavy duty	
STEERING: Electric power assist	
STEERING WHEEL: Manufacturer's Standard	
Tilt and telescoping required	
BRAKES: Four (4) wheel anti-lock disc brakes	
Power booster	
SUSPENSION SYSTEM: Independent front and leaf spring rear	
TIRES: Seven (7)	
205/75R16 BSW all-season	
Includes full size spare	
WHEELS: Seven (7)	
16" steel wheels	
Includes full size spare	
CRUISE CONTROL: Factory installed required	

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Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
AIR CONDITIONING & HEATING: Factory installed air conditioning	
Integral heater and defroster	
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required	
RADIO: Manufacturer's Standard, AM/FM	
BACKUP CAMERA: Manufacturer's standard required	
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required	
STABILITY: Electronic roll/side wind control required	
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate	
Each vehicle keyed differently	
REMOTE KEYLESS ENTRY SYSTEM: Remoted keyless entry system with minimum of two (2) keyless entry key FOBS	
OUTSIDE REAR VIEW MIRRORS: Long arm, power adjusting with turn signals	
Heated required	
FRONT SEATS: 10-way power adjusting driver and passenger seat required	
Dark Gray cloth fabric	
BLUETOOTH: Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display	
SAFETY: Pre-collision and post-collision auto braking	
Lane alert	
SIDE DOOR: Manual sliding passenger side door with fixed privacy glass	
REAR DOORS: Dual rear doors with fixed privacy glass	
WINDSHIELD WIPERS: Auto rain sensing	
AIR BAGS: Manufacturer's standard	
FOG LAMPS: Front fog lamps required	
FUEL TANK: Extended range 31-gallon fuel tank	
EXTERIOR UPGRADE OPTION: Chrome timed headlamps, three (3) bar grille with chrome surround, and full silver wheel covers	

Mandatory Specifications	Vendor should provide a detailed description of each specification below for the vehicle proposed.
AUXILIARY FUSE PANEL OPTION: Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system	
110 VOLT OUTLET: 110 V / 400W outlet required	
REAR POWER POINT: 12 volt power point located in rear of vehicle	
FLOOR COVERING: Vinyl floor covering front and rear	
FRONT LICENSE BRACKET: Manufacturer's standard required	
PAYLOAD: 9,950 GVWR	
COLORS: Standard production solid color exterior and standard interior trim	List colors available:
Colors will be selected after award	
MANDATORY MODEL: Ford Transit 250	

OPTION PRICING FOR LINE ITEM 44:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Line Item 45 – Two (2) additional key with FOBS \$ _____

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 46 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies (fee pertains to line item 44) \$ _____/vehicle

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The vendor shall state below the round trip per mile charge for delivering cooperative procurement and other state agency vehicles if requested:

C/S Code: 25101702 POLICE VEHICLES

LINE ITEM 47: ROUND TRIP PER MILE DELIVERY CHARGE

*(for cooperative procurement members and other state agency purchases only –
The Missouri State Highway Patrol shall not incur delivery charges.)*

Firm, Fixed Round Trip Price Per Mile for Delivery to Cooperative Entities & Other State Agencies:

\$ _____ PER MILE

Location(s) from which Vehicles will be Delivered: _____

C/S Code: 25101702 POLICE VEHICLES

1 TOTL TBD

LINE ITEM 48 – MISCELLANEOUS OPTIONS / FEATURES

Line item shall be used for the purchase of miscellaneous vehicle options/features not specified herein. Prior to issuing a purchase order, the state agency shall contact the contractor to obtain the price for the option required.

IFBC30034902000475

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EXHIBIT B**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	
Address of Company/Client ✓ Street Address ✓ City, State, Zip	
Company/Client Contact Person Information: ✓ Name ✓ Phone number ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT C

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

1. By signing and submitting this solicitation, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this solicitation is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "solicitation," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this solicitation is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this solicitation that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this solicitation that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- IFB Paragraph References:
2.		Product/Service(s) proposed: ----- IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

Date

EXHIBIT G
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past three (3) years to Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214),
- A copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT G (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**EXHIBIT H
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:	<input type="checkbox"/>
---	--------------------------

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	<input type="checkbox"/>
--	--------------------------

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

EXHIBIT H, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)

COMPANY NAME

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Attachment #1 - 2

The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.

**STATE OF MISSOURI
DIVISION OF PURCHASING**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Vendor** means the supplier, bidder, person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, bidder, person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. 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 to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from Purchasing, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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.
- e. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.

- f. Purchasing reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

4. PREPARATION OF BIDS

- a. Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Purchasing office. Delivered bids must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the Purchasing office (address listed above) no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to Purchasing must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. Purchasing reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Purchasing may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. Purchasing posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. Purchasing maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- n. The final determination of contract award(s) shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Purchasing's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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. The State of Missouri 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. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. 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 Purchasing, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 06-27-19

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

16th

day of

January

2020

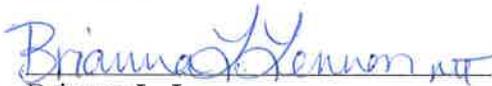
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Department of Transportation's Contract IFB605CO20000682 with Joe Machens Ford Lincoln of Columbia, Missouri for the purchase of one (1) 2020 Ford F150 Crew Cab 4X4 Truck for the Sheriff's Department.

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

Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: January 14, 2020
RE: Cooperative Contract IFB605CO20000682 (MoDOT)

Purchasing requests permission to use contract IFB605CO20000682 for Model Year 2020 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Sheriff's Department wishes to purchase one (1) 2020 Ford F150 Crew Cab 4X4 Truck detailed as follows:

2020 Ford F150 (W1C) (line item E IFB605CO20000682)	\$24,910.00
• Crew Cab (W1C)	Std
• 2 Wheel Drive	Std
• Long Bed – 6.5' (157)	Std
• 2.7L EcoBoost V6 Engine (99P)	Std
• Standard Rear Axle	Std
• Automatic Transmission 6 Speed	Std
• Air Conditioning	Std
• LH & RH Manual Mirrors	Std
• Manual Windows and Locks	Std
• All Season Tires plus spare	Std
• Standard GVWR	Std
• 4 wheel disc brakes - ABS	Std
• Cruise Control and Tilt (50S)	Std
• Tow Receiver Hitch & Wiring only (53B)	Std
• Vinyl Flooring	Std
• Vinyl Seats 40/20/40 (AG)	Std
• Daytime Running Lamps	Std

Added/Deleted Optional Equipment (Included in Total Below)

- 4WD in lieu of 2WD (must add short bed or optional engine)
(13/W1E/157) \$3,290.00
- 5.5' Short Bed in lieu of 6.6' Long Bed (7/145) (-\$200.00)

- 5.0L V8 Engine in lieu of standard engine (5/995) \$950.00
- XLT Trim. 300 A Package in lieu of XL (XLT/300A) \$4,284.00
- Bluetooth (SYNC) with Ford Pass
(included in XLT Package) (52P/60M) No Charge
- Power Equipment Group
(included in XLY Package) (15/85A) No Charge
- Tow Receiver Hitch & Wiring only (53B) No Charge
- Limited Slip Rear Axle (3.73) (9/XL6) \$550.00
- Rear Defroster (57Q) \$209.00
- Exterior Color: TBD No Charge
- Interior Color: TBD No Charge
- Exterior Power/Heated Mirrors (54R) \$180.00
- Interior:40/Console/40 Seat (UC/UG) \$280.00
- Delivery Fee No Charge

**FIRM, FIXED
GRAND TOTAL**

\$34,453.00/EA

The contract runs through Model Year 2020 with two (2) renewal options available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 100,000-miles on the power train; 5 years unlimited mileage corrosion protection, and 5 years or 60,000 miles roadside assistance.

The total purchase price is \$34,453.00, and it will be paid from Department 2901, Sheriff Operations LE Sales Tax- Account 92400, Replacement Autos and Trucks.

Note: Because of character limitations in the IBMi system, this contract will be numbered Boone County Contract Number **605CO20000682**.

/lp

c: Leasa Quick – Sheriff’s Department
Contract File

PURCHASE AGREEMENT
(1) New 2020 Ford F150 Crew Cab (Large 4 Door) 4X4 Truck
for the Boone County Sheriff

THIS AGREEMENT dated the 16th day of January 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 2020 Ford F150 Crew Cab (Large 4 Door) 4X4 Truck in compliance with all bid specifications and any addendum issued for the State of Missouri Department of Transportation Contract **IFB605CO20000682**, Joe Machens' quote dated December 20, 2019, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Department of Transportation Contract **IFB605CO20000682** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response. *(Note: This contract will be identified in the Boone County IBMi system as contract number "605CO20000682").*

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Ford F150 Crew Cab 4X4 Truck:

	<u>Unit Price</u>
2020 Ford F150 (W1C)	
(line item E IFB605CO20000682)	\$24,910.00
• Crew Cab (W1C)	Std
• 2 Wheel Drive	Std
• Long Bed – 6.5' (157)	Std
• 2.7L EcoBoost V6 Engine (99P)	Std
• Standard Rear Axle	Std
• Automatic Transmission 6 Speed	Std
• Air Conditioning	Std
• LH & RH Manual Mirrors	Std
• Manual Windows and Locks	Std
• All Season Tires plus spare	Std
• Standard GVWR	Std
• 4 wheel disc brakes - ABS	Std
• Cruise Control and Tilt (50S)	Std
• Tow Receiver Hitch & Wiring only (53B)	Std
• Vinyl Flooring	Std
• Vinyl Seats 40/20/40 (AG)	Std
• Daytime Running Lamps	Std

Added/Deleted Optional Equipment (Included in Total Below)

• 4WD in lieu of 2WD (must add short bed or optional engine) (13/W1E/157)	\$3,290.00
• 5.5' Short Bed in lieu of 6.6' Long Bed (7/145)	(-\$200.00)
• 5.0L V8 Engine in lieu of standard engine (5/995)	\$950.00
• XLT Trim. 300 A Package in lieu of XL (XLT/300A)	\$4,284.00
• Bluetooth (SYNC) with Ford Pass (included in XLT Package) (52P/60M)	No Charge
• Power Equipment Group (included in XLY Package) (15/85A)	No Charge
• Tow Receiver Hitch & Wiring only (53B)	No Charge
• Limited Slip Rear Axle (3.73) (9/XL6)	\$550.00
• Rear Defroster (57Q)	\$209.00
• Exterior Color: TBD	No Charge
• Interior Color: TBD	No Charge
• Exterior Power/Heated Mirrors (54R)	\$180.00
• Interior:40/Console/40 Seat (UC/UG)	\$280.00
• Delivery Fee	No Charge

FIRM, FIXED**GRAND TOTAL****\$34,453.00/EA**

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

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 100-130 calendar days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; 5 years or 100,000 miles on the powertrain; 5 years, unlimited miles corrosion protection; and 5 years or 60,000 miles roadside assistance.

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. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or

- condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

by *Kelly Jells*
DC58707875654B7...
title Fleet Mgr

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

DocuSigned by:
J. Johnson
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
County Clerk

AUDITOR CERTIFICATION

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

		2901 – 92400 / \$392,154.00
DocuSigned by: <u><i>Dune P... by jj</i></u>	1/9/2020	
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

JOE MACHENS FORD LINCOLN

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

December 20, 2019

State Contract # IFB605CO20000682

Boone County

Subject: Joe Machens Proposal on a **2020 Ford F150, Crew Cab (large 4 door), 4x4, Item E**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford F150, Joe Machens Ford proposes the following. The 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 #E Price – Dealer Code – Option, Included Equipment

\$24,910 – W1C – 2020 Ford F150

Crew Cab (W1C)

2 Wheel Drive

Long Bed – 6.5' (157)

2.7L EcoBoost V6 Engine (99P)

Standard Rear Axle

Automatic Transmission 6 speed

Air Conditioning

LH & RH Manual Mirrors

Manual Windows & Locks

All Season Tires plus spare

Standard GVWR

4 wheels disc brakes – ABS

Cruise control and Tilt (50S)

Tow Receiver Hitch & Wiring only (53B)

Vinyl Flooring

Vinyl Seats 40/20/40 (AG)

Daytime Running Lamps

Optional equipment from state contract (Price – Dealer Code – Option):

\$3,290 – 13 / W1E / 157 – 4wd in lieu of 2wd (must add short bed or optional engine)

(-\$200) – 7 / 145 – 5.5' Short bed in lieu of Long Bed

\$950 – 5 / 995 – 5.0L V8 Engine in lieu of standard engine

\$4,284 – XLT / 300A – XLT Trim, 300A Pkg in lieu of XL (MSRP = \$4,510)

\$0 – 11 / 52P / 60M – Bluetooth (SYNC) w/ Ford Pass (incl in XLT Pkg above, normally \$640)

\$0 – 15 / 85A – Power Equipment Group (incl in XLT Pkg above, normally \$1,150)

\$0 – 53B – Tow Receiver & wiring only (Incl in Base price Item E)

\$550 – 9 / XL6 – Limited Slip Rear Axle (3.73)

\$209 – 57Q – Rear Defroster (MSRP = \$220)

\$180 – 54R – Exterior Power / Heated Mirrors (MSRP = \$190)

\$0 – XX – Exterior Color: TBD

\$280 – UC / UG – Interior: 40 / Console / 40 Seat in... Camel or Grey (MSRP = \$295)

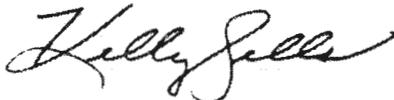
\$0 – JMF – Delivery / Fees

Total:

\$34,453 per

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 IFB605CO20000682 Light Duty Vehicles Multiple Award BASE ITEM E - New standard equipped 2020 or Newer Half-Ton 4 X 2 Crew Cab Pickup Truck						
	Joe Machens Ford	Blue Springs Ford	McLarty JCFO	Republic Ford	Shawnee Ford	Broadway Ford
MAKE/MODEL	Ford F150 Crew Cab 4x2	FORD / F150	Ford F150 4x2 Crew	Ford F-150 Crew Cab	FORD F150 CREW CAB	
E-85 Compatible (Y/N)	Y	N	Y	N	N	
BASE PRICE Half-Ton 4 X 2 Crew Cab Pickup Truck	\$24,910.00	\$24,541.00	\$25,321.00	\$25,632.00	\$24,502.00	\$25,081.00
OPTION 1 - Electric trailer brake controller	A= \$270 B= \$480	\$275.00	\$275.00	\$261.00	\$250.00	\$870.00
OPTION 2 -Trailer type exterior mirrors in lieu of standard	\$1,950.00	N/A	n/a w/std. v-6 eng.	\$375.00	\$1,963.00	NA
OPTION 3 - Exterior color to be Federal Standard #666C - DOT Highway Yellow	N/A	\$660.00	\$660.00	\$627.00	\$601.00	\$660.00
OPTION 4 - Alternate larger V8 gasoline engine	A= (-\$700) B= \$1,550	\$1,600.00	\$1,600.00	\$1,520.00	\$1,456 LWB 4x2 / \$2,362 SWB 4x2 \$546 4x4	\$1,600.00
OPTION 5 - Alternate V8 gasoline engine	\$950.00	\$1,000.00	\$1,000 (E-85)	\$950.00	\$910 LWB / \$1,836 SWB 4x2 5.0L V-8 included with 4x4	\$1,000.00
OPTION 6 - Two Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)	\$240.00	\$250.00	\$250.00	\$238.00	\$228.00	\$325.00
OPTION 7 -Short Bed in lieu of Long Bed	(\$200.00)	(\$200.00)	\$302 deduct	\$250.00 credit	(\$200.00)	\$24,779.00
OPTION 8 - Optional Rear Axle Ratio	N/A	N/A	N/A	\$76.00	NA	\$80.00
OPTION 9 - Limited Slip Rear Axle	\$550.00	\$470.00	\$570.00	\$447.00	\$519.00	\$450.00
OPTION 10 - Auxiliary Uplifter Switches	N/A	N/A	N/A	n/a	NA	NA
OPTION 11 - Bluetooth Capability	\$640.00	\$420.00	\$645.00	\$399.00	\$588.00	STD
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires	\$290.00	\$295.00	\$295.00	\$280.00	\$269.00	\$295.00
OPTION 13 - 4WD in lieu of 2WD	\$3,290.00	\$3,936.00	\$3,936 w/5.0L V-8	\$3,936.00	\$3,986.00	\$29,017.00
OPTION 14 - Additional Set of Keys (Ignition and door locks)	\$350.00	\$100 / \$200	\$175.00	\$250.00	\$100 CHIP KEY / \$200 ALL IN ONE KEY	\$250.00
OPTION 15 - Power windows/power door locks	\$1,150.00	\$1,170.00	\$1,170.00	\$1,112.00	\$1,065.00	\$1,170.00
% of Discount OFF MSRP	5%	\$0.00	n/a	5%	5%	\$31.00
STD ARO (DAYS)	100-130	90-120	10-12 WEEKS	120	90-120	100

Warranty Questions

1. What is the length of the basic warranty (Bumper to Bumper) on the make of vehicle that you are bidding (# OF MONTHS)?

Response: 36 months or 36,000 miles (Mfr. Only)

2. What is the length of the powertrain warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months or 60,000 miles (Mfr. Only)

3. What is the length of the corrosion protection warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months / unlimited miles (Mfr. Only)

4. What is the length of the roadside assistance warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months or 60,000 miles (Mfr. Only)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

2020

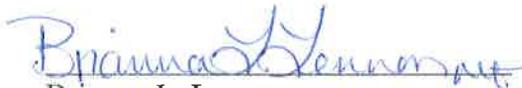
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Department of Transportation's Contract IFB605CO20000682 with Joe Machens Ford Lincoln of Columbia, Missouri for the purchase of two (2) 2020 Ford Fusion S Vehicles for the Sheriff's Department.

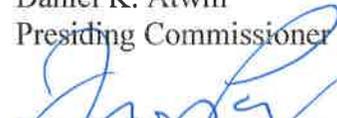
The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

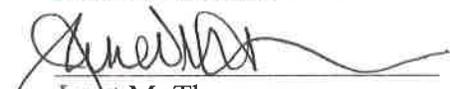
Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: January 14, 2020
RE: Cooperative Contract IFB605CO20000682 (MoDOT)

Purchasing requests permission to use contract IFB605CO20000682 for Model Year 2020 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Sheriff's Department wishes to purchase two (2) 2020 Ford Fusion S Vehicles detailed as follows:

2020 Ford Fusion S (100A) 2.5L 4 cylinder (line item L IFB605CO20000682)	\$17,750.00
• S Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L, 4-cylinder engine (997)	Std
• Automatic Transmission 6 speed	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus spare (52N)	Std
• 4 wheels brakes – ABS	Std
• Cruise Control and Tilt	Std
• Carpet Flooring	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Added/Deleted Optional Equipment (Included in Total Below)

• Exterior Color: Agate Black	No Charge
• Interior Color: Medium Light Stone	No Charge
• Delivery Fee	No Charge

FIRM, FIXED GRAND TOTAL

\$17,750.00/EA

The contract runs through Model Year 2020 with two (2) renewal options available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 100,000-miles on the power train; 5 years unlimited mileage corrosion protection, and 5 years or 60,000 miles roadside assistance.

The total purchase price is \$35,500.00, and it will be paid from Department 2901, Sheriff Operations LE Sales Tax- Account 92400, Replacement Autos and Trucks.

Note: Because of character limitations in the IBMi system, this contract will be numbered Boone County Contract Number **605CO20000682**.

/lp

c: Leasa Quick – Sheriff's Department
Contract File

PURCHASE AGREEMENT
(2) New 2020 Ford Fusion S Vehicles
for the Boone County Sheriff

THIS AGREEMENT dated the 16th day of January 2020 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 2020 Ford Fusion S vehicles in compliance with all bid specifications and any addendum issued for the State of Missouri Department of Transportation Contract **IFB605CO20000682**, Joe Machens' quote dated December 20, 2019, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Department of Transportation Contract **IFB605CO20000682** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response. *(Note: This contract will be identified in the Boone County IBMi system as contract number "605CO20000682")*.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Ford Fusion S Vehicles as follows:

	<u>Unit Price</u>
2020 Ford Fusion S (100A) 2.5L 4 cylinder	
(line item L IFB605CO20000682)	\$17,750.00
• S Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L, 4-cylinder engine (997)	Std
• Automatic Transmission 6 speed	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus spare (52N)	Std
• 4 wheels brakes – ABS	Std
• Cruise Control and Tilt	Std
• Carpet Flooring	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Added/Deleted Optional Equipment (Included in Total Below)

- | | |
|-------------------------------|-----------|
| • Exterior Color: Agate Black | No Charge |
|-------------------------------|-----------|

- Interior Color: Medium Light Stone
- Delivery Fee

No Charge
No Charge

**FIRM, FIXED
GRAND TOTAL**

\$17,750.00/EA

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

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 110-140 calendar days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; 5 years or 100,000 miles on the powertrain; 5 years, unlimited miles corrosion protection; and 5 years or 60,000 miles roadside assistance.

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. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

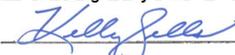
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- County may terminate this agreement due to material breach of any term or condition of this agreement, or
- 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
- If appropriations are not made available and budgeted for any calendar year.

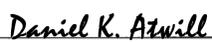
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN**

by 
title Fleet Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
J. Johnson

County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT

County Clerk

AUDITOR CERTIFICATION

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

2901 – 92400 / \$392,154.00

DocuSigned by: <i>Dune Beachford by JJ</i> _____ Signature	1/9/2020 _____ Date	_____ Appropriation Account
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STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

JM JOE MACHENS FORD LINCOLN

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

December 20, 2019

State Contract # IFB605CO20000682

Boone County

Subject: Joe Machens Proposal on a **2020 Ford Fusion S, Item L**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Fusion S, Joe Machens Ford proposes the following. The Ford Fusion includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below

Item #L Price – Dealer Code – Option, Included Equipment

\$17,750 – P0G – 2020 Ford Fusion S (100A)

S Trim (P0G)	All Season Tires, plus Spare (52N)
Front Wheel Drive	Cruise control and Tilt
2.5L 4 cylinder Engine (997)	Carpet Flooring
Automatic Transmission 6 speed	Cloth Seats
Air Conditioning	Daytime Running Lamps
Power Windows, Locks, & Mirrors	2 sets of keys
Rear Window Defroster	Rear Camera
All Season Tires plus spare	Bluetooth (SYNC)
4 wheels brakes – ABS	

Optional equipment from state contract (Price – Dealer Code – Option):

\$0 – XX – Exterior Color: (see below for no charge color choices)
\$0 – DE – Interior: Medium Light Stone
\$0 – DEL – Delivery / Fees

Total:

\$17,750 per

Color Choices: • Agate Black • Ingot Silver • Oxford White • Velocity Blue
• Blue • White Gold • Magnetic Grey

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 IFB605CO20000682 Light Duty Vehicles Multiple Award BASE ITEM L - New standard equipped 2020 or Newer Mid-Size 4-Door Sedans, Gas Engine					
	Joe Machens Ford	Blue Springs Ford	McLarty JCFO	Republic Ford	Shawnee Ford
MAKE/MODEL	Ford Fusion S	FORD/ FUSION S	Ford Fusion S	Ford Fusion	FORD FUSION S
E-85 Compatible (Y/N)	N	N	N	N	N
BASE PRICE Mid-Size 4 Door Sedans, Gas Engine	\$17,750.00	\$17,211.00	\$17,583.00	\$17,871.00	\$17,443.00
OPTION 1: Alternate V6 or larger engine in lieu of 4 cylinder	N/A	N/A	N/A	n/a	NA
OPTION 2: Additional set of Keys (ignition and door locks)	\$350.00	\$200.00	\$175.00	\$250.00	\$250.00
% of Discount Off MSRP	5%	\$0.00	n/a	5%	5%
STD ARO (DAYS)	110-140	90-120	10-12 WEEKS	150	90-120

Warranty Questions

1. What is the length of the basic warranty (Bumper to Bumper) on the make of vehicle that you are bidding (# OF MONTHS)?

Response: 36 months or 36,000 miles (Mfr. Only)

2. What is the length of the powertrain warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months or 60,000 miles (Mfr. Only)

3. What is the length of the corrosion protection warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months / unlimited miles (Mfr. Only)

4. What is the length of the roadside assistance warranty on the make that you are bidding (# of MONTHS)?

Response: 60 months or 60,000 miles (Mfr. Only)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

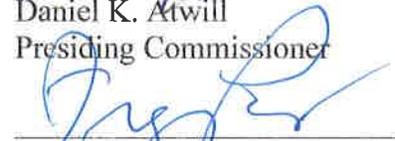
It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

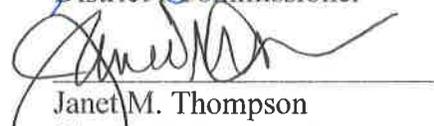
Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: January 8, 2020

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	NO TAG	ALARM SYSTEM	RADIOTRONICS	SHERIFF	POOR	
2	NO TAGS	VEHICLE CONSOLES	HAVIS	SHERIFF	FAIR	
3	18076	48" LIGHTBAR	WHELEN LIBERTY	SHERIFF	GOOD	
4	18226	48" LIGHTBAR	WHELEN LIBERTY	SHERIFF	GOOD	
5	NO TAGS	THREE 24" LIGHTBARS	WHELEN JUSTICE	SHERIFF	GOOD	
6	NO TAGS	THREE LIGHTBARS	WHELEN INNEREDGE	SHERIFF	UNKNOWN	
7	NO TAGS	THREE SIREN CONTROLLERS	WHELEN CENCOM GOLD	SHERIFF	UNKNOWN	

8	18069	SIREN CONTROLLER	WHELEN CANTROL	SHERIFF	GOOD	
9	18070	SIREN CONTROLLER	WHELEN CANTROL	SHERIFF	GOOD	
10	18072	SIREN CONTROLLER	WHELEN CANTROL	SHERIFF	GOOD	
11	NO TAGS	TWELVE COMPUTER DOCKING STATIONS	FOR PANASONIC CF- 31 COMPUTERS	SHERIFF	SOME PARTS MISSING	
12	NO TAG	ASSORTED GUN LOCKS, GUN RACKS	PROGARD, SANTACRUZ, BIG SKY	SHERIFF	SOME PARTS MISSING	
13	14954	GUN LOCK, RACK	BIG SKY	SHERIFF	SOME PARTS MISSING	
14	14955	GUN LOCK, RACK	BIG SKY	SHERIFF	SOME PARTS MISSING	
15	14956	GUN LOCK, RACK	BIG SKY	SHERIFF	SOME PARTS MISSING	
16	14958	GUN LOCK, RACK	BIG SKY	SHERIFF	SOME PARTS MISSING	

cc: Heather Acton, Jacob Flowers, Auditor's office
Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/13/2019

Fixed Asset Tag Number: *None (unable to locate)*

Description of Asset: Radiotronics Ace K9 Hot-N-Pop heat alarm system for 2013 Ford Interceptor Utility

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

Other Information (Serial number, etc.): *Control Head: BC6197*
Intelabox: BI-8099GR

Condition of Asset: Poor, parts might be missing.

Reason for Disposition: Unit was replaced and will not be re-used.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12/13/2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *David Alexander* David Alexander

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836

Original Acquisition Amount J

Original Funding Source J

Account Group J

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *David K. Atwell*

RECEIVED

DEC 18 2019

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12/13/2019

Fixed Asset Tag Number: NONE

DEC 18 2019

Description of Asset: Havis vehicle specific consoles (quantity 4)

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): Units do not have serial numbers. Part numbers as follows: C-SM-1225-H (quantity 1), CM004832 (quantity 2), CM004824 (quantity 2)

Condition of Asset: Fair. Parts might be missing.

Reason for Disposition: Units have been replaced and will no longer fit in new vehicles.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12/13/2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *David Alex* David Alexander

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount J

Original Funding Source J

Account Group J

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *David P. Atwell*

BOONE COUNTY (3 units)

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12-13-2019

Fixed Asset Tag Number: 18076,

None, None

RECEIVED

Description of Asset: Whelen Liberty lightbars (48" long)

DEC 18 2019

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

BOONE COUNTY
AUDITOR

18076 = 182288 None = Faded, not legible

Other Information (Serial number, etc.):

None = 208288

Condition of Asset: Units worked (in conjunction with Whelen siren controller) when removed from vehicles.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *[Signature]* 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/24/12

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 1,500.96

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *[Signature]*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12-13-2019

Fixed Asset Tag Number:

18226,

RECEIVED

Description of Asset: Whelen Liberty lightbars (48" long)

DEC 18 2019

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

BOONE COUNTY
AUDITOR

Other Information (Serial number, etc.):

18076 = 182288

None = Faded, not legible

18226 = 06217

None = 208288

Condition of Asset: Units worked (in conjunction with Whelen siren controller) when removed from vehicles.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature

[Signature] 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date

1/25/13

G/L Account for Proceeds

1190-3836 J-

Original Acquisition Amount

3335.40

Original Funding Source

2731

Account Group

1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer

Department Name

Number

Location within Department

Individual

Trade

Auction

Sealed Bids

Other

Explain

Commission Order Number

39-2020

Date Approved

1-16-2020

Signature

[Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 18 2019

BOONE COUNTY
AUDITOR

Date: 12-13-2019

Fixed Asset Tag Number: NONE

Description of Asset: Whelen Justice 24" lightbar (three units)

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

Other Information (Serial number, etc.): Units do not have visible serial numbers.

Condition of Asset: Good. Of the three units, one has a damaged multi-conductor cable.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature David Alexander 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature David Alexander

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12-13-2019

Fixed Asset Tag Number: NONE

RECEIVED

Description of Asset: Whelen InnerEdge lightbars from 2006+ Dodge Charger (3 units)

Models: I07UF8, I07LR8L, I35LR8L

DEC 18 2019

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): **06616, 24668, 06535**

Condition of Asset: Current working condition unknown.

Reason for Disposition: Lightbars are vehicle specific and we no longer have Dodge Chargers in the fleet.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *David Allen* 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *David Allen*

(3 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12-13-2019

Fixed Asset Tag Number: NONE

DEC 18 2019

Description of Asset: Whelen CenCom Gold siren controllers (quantity 3)

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): 17965, 17967, 28214

Condition of Asset: Working condition unknown. Might be missing various pieces/wire plugs.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature David Alvarado 12/13/19

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836J

Original Acquisition Amount _____

Original Funding Source ✓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature [Signature]

BOONE COUNTY

(3 units)

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12-13-2019

Fixed Asset Tag Number:

Blue Tag
18069

Serial #
04143

Description of Asset: Whelen Control siren controller (generation 1)

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

RECEIVED

Other Information (Serial number, etc.): See list

DEC 18 2019

Condition of Asset: Good.

BOONE COUNTY
AUDITOR

Reason for Disposition: These "Gen1" units are not compatible with the Whelen Legacy WeCan lightbars we currently use on our ENF vehicles. The "Gen1" works with the Whelen Liberty II WeCan lightbars that have been retired.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature David Alenbach 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/24/12

G/L Account for Proceeds 2901-3886 J

Original Acquisition Amount 1,352.03

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1.16.2020

Signature [Signature]

(3 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Blue Tag

Serial #

Date: 12-13-2019

Fixed Asset Tag Number:

Description of Asset: Whelen Control siren controller (generation 1)

18070

04132

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

RECEIVED

Other Information (Serial number, etc.): See list

DEC 18 2019

Condition of Asset: Good.

**BOONE COUNTY
AUDITOR**

Reason for Disposition: These "Gen1" units are not compatible with the Whelen Legacy WeCan lightbars we currently use on our ENF vehicles. The "Gen1" works with the Whelen Liberty II WeCan lightbars that have been retired.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature David Alexander 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/24/12

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 1,352.03

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 11-16-2020

Signature [Signature]

BOONE COUNTY

(3 units)

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12-13-2019

Fixed Asset Tag Number:

Blue Tag

Serial #

Description of Asset: Whelen Control siren controller (generation 1)

18072

04133

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

RECEIVED

Other Information (Serial number, etc.): See list

DEC 18 2019

Condition of Asset: Good.

BOONE COUNTY
AUDITOR

Reason for Disposition: These "Gen1" units are not compatible with the Whelen Legacy WeCan lightbars we currently use on our ENF vehicles. The "Gen1" works with the Whelen Liberty II WeCan lightbars that have been retired.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature

David Alexander 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/24/12

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 1,352.03

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature David Alexander

BOONE COUNTY (12 units)

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 18 2019

BOONE COUNTY
AUDITOR

Date: 12-13-2019

Fixed Asset Tag Number: NONE

Description of Asset: Computer docking stations for Panasonic CF-31 computers

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

Other Information (Serial number, etc.): See attached list of 12 units

Condition of Asset: Will vary. Some are good, some are not usable. Parts might be missing.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12/13/2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *David Alexander* David Alexander

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source ✓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 39-2020

Date Approved 1.16.2020

Signature *Samuel H. Atwell*

<u>Make</u>	<u>Model</u>	<u>Serial</u>
Havis	Lite	X2133389
Havis	Lite	X2133378
Havis	Lite	X2126563
Havis	Lite	X2122843
Havis	Lite	X2133396
Havis	Lite	X2133392
Havis	Lite	X2133387
Havis	Lite	X2133390
Havis	DS-PAN-110	P11016879
Jotto Desk	KDCF31 REV B	2KDCF311317
Jotto Desk	KDCF31 REV B	2KDCF311318
Jotto Desk	KDCF31 REV A	1KDCF310221

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12-13-2019

Fixed Asset Tag Number: NONE

DEC 18 2019

Description of Asset: Lot of assorted gun locks, gun racks (ProGard, SantaCruz, BigSky)

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): Units do not have serial numbers.

Condition of Asset: Working condition is unknown and might vary among the units. Might be missing various parts, pieces, and hardware.

Reason for Disposition: Units have been replaced.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature *Paul Allen* 12/13/2019

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 3

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 39-2020

Date Approved 1.16.2020

Signature *Samuel A. Smith*

(4 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12-13-2019

Fixed Asset Tag Number: 14954

DEC 18 2019

Description of Asset: Big Sky, model ELS-275-A, gun lock/rack

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): Units do not have serial numbers.

Condition of Asset: Working condition is unknown. Might be missing various parts, pieces, hardware.

Reason for Disposition: This is an older style of gun lock that is not utilized in the fleet anymore.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature Dave Allen 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/25/05

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 294.75

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1.16.2020

Signature [Signature]

(4 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 18 2019

BOONE COUNTY
AUDITOR

Date: 12-13-2019

Fixed Asset Tag Number: 14955

Description of Asset: Big Sky, model ELS-275-A, gun lock/rack

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

Other Information (Serial number, etc.): Units do not have serial numbers.

Condition of Asset: Working condition is unknown. Might be missing various parts, pieces, hardware.

Reason for Disposition: This is an older style of gun lock that is not utilized in the fleet anymore.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature Dan Allen 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/25/05

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 294.75

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 239-2020

Date Approved 1/16/2020

Signature [Signature]

(4 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12-13-2019

Fixed Asset Tag Number:

14956

DEC 18 2019

Description of Asset: Big Sky, model ELS-275-A, gun lock/rack

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): Units do not have serial numbers.

Condition of Asset: Working condition is unknown. Might be missing various parts, pieces, hardware.

Reason for Disposition: This is an older style of gun lock that is not utilized in the fleet anymore.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature

David Allen 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/25/05

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 294.75

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *David Allen*

(4 units)

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 18 2019

BOONE COUNTY
AUDITOR

Date: 12-13-2019

Fixed Asset Tag Number:

Description of Asset: Big Sky, model ELS-275-A, gun lock/rack **14958**

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

Other Information (Serial number, etc.): Units do not have serial numbers.

Condition of Asset: Working condition is unknown. Might be missing various parts, pieces, hardware.

Reason for Disposition: This is an older style of gun lock that is not utilized in the fleet anymore.

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Warehouse (12-13-2019)

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1251 Sheriff Enforcement

Signature

Dan Aleh 12-13-19

To be Completed by: AUDITOR

Original Acquisition Date 5/25/05

G/L Account for Proceeds 2901-3836 J

Original Acquisition Amount 294.75

Original Funding Source 2787

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 39-2020

Date Approved 1-16-2020

Signature *Dan Aleh*

40-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 16th day of January 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between Boone County and the City of Columbia regarding the MKT Trail and the CMEC property.

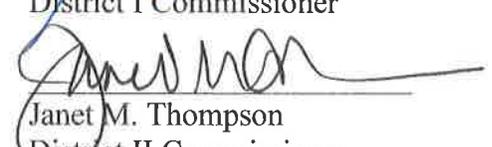
Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 16th day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into on the date of the last signatory noted below, (the "Effective Date"), by and between **Boone County, Missouri**, a first-class, statutory county ("County"), and the **City of Columbia, Missouri**, a municipal corporation ("City").

WHEREAS, County owns approximately 135.9 acres that are currently known as the CMEC/Boone County Fairgrounds, located East of Highway 63, and at the east end of Brown School Road (the "Fairgrounds Property"), generally depicted as Tract #1 on the survey recorded at Book 4852, Page 155 Boone County records, a copy of which is attached hereto as Exhibit A; and

WHEREAS, portions of Tract #1 are subject to certain lease arrangements to United Parcel Service and Veterans United through December 31, 2022 (both as approved in Boone County Commission Order 260-2019), and for the duration of their respective leases any plans involving those leased portions of Tract #1 will need to include establishing a mutually-acceptable arrangement with those tenants; and

WHEREAS, County intends for the Fairgrounds Property to be used for public recreation purposes which may include staff offices for Parks and Recreation Department, Convention and Visitors Bureau, facility maintenance and/or other recreation or tourism related activities, and City has the ability to develop the Fairgrounds Property for such public recreation purposes; and

WHEREAS, County intends to facilitate this project for the benefit of the public with certain conveyances of its Property, on terms and conditions set forth more fully herein; and

WHEREAS, County currently maintains a portion of the MKT trail from Jay Dix Station near Scott Blvd. to a point where City's maintenance resumes and the parties intend for the City to assume all MKT trail maintenance responsibilities that were previously undertaken by County such that County will no longer maintain any portion of the MKT trail as the City has superior equipment, expertise, and resources for trail maintenance activities.

NOW THEREFORE, in light of the above-stated recitals, the parties propose the following:

1. **Purpose.** The purpose of this Memorandum of Understanding is to set forth the general expectations of the County and City to facilitate a land transaction of the Fairgrounds Property from the County to the City so that the City can develop the property for such public recreation purposes and to memorialize the transfer of maintenance obligations from the County to the City of those portions of the MKT trail currently maintained by the County.
2. **Memorandum of Understanding.** This MOU evidences the intention and desire of County and City to commit their time and financial resources to enter into definitive

agreements negotiated, authorized, and entered into by County and City to transfer the Fairgrounds Property and create a Maintenance Agreement regarding the MKT trail.

3. **Contemplated County Conveyances, Leases, Agreements, and other Actions.** It is contemplated that the County and City will enter into real estate contracts, exchange deeds, enter into maintenance agreements, and take such other actions reasonably necessary to facilitate the goals set out in this Agreement. Land transactions will be pursuant to fully-executed real estate contracts drafted for that purpose and approved by the relevant parties thereto. The transactions contemplated include the following:
 - a. A conveyance of Tract #1 from the County to the City via Special Warranty Deed for the City to own the fee simple interest for so long as the City uses the property for public recreation purposes.
 - b. If requested by City, County will take steps to disincorporate the Boone County Fairgrounds Regional Recreation District.
 - c. County will take steps to convert the public roads in Tract #1 into private drives.
 - d. City will provide reasonable assurances to VU and UPS upon request that their leasehold interest will be protected through the end of the current lease term (December 31, 2022) with rental payments under those leases continuing to the owner of the property. The owner of the property will also be responsible for the dusk-to-dawn lights metered by Boone Electric.
 - e. City will agree that upon request from the Boone County Fair, Inc., it will make available annually, at no charge, for a period of at least ten (10) days, a minimum 23-acre portion of the Fairgrounds Property for the purpose of conducting the Boone County Fair on the Fairgrounds Property. This agreement to license, however, shall expire if the Boone County Fair, Inc., does not exercise its rights under this agreement and locate the fair at the Fairgrounds Property within two (2) years of the date of this Agreement and annually thereafter. City and Boone County Fair, Inc., will enter into an operating agreement regarding the return of the Boone County Fair and possibly other Boone County Fair, Inc. related events. City shall not be required to undertake any obligation for maintenance of any structures occupied by the Boone County Fair.
 - f. With respect to Tract #2 as shown in the survey recorded at Book 4852, Page 155 Boone County records, County intends to continue to use said Tract #2 for County purposes and any eventual sale of said Tract will be at a time and under the conditions determined by the County Commission. Should the County decide to dispose of Tract #2 at some future date, however, it will do so via a sale process that includes a public auction component and County will

specifically notify City of said auction so that City can participate in the auction as the City deems appropriate. County agrees it will annex Tract #2 into the city limits prior to sale or development of Tract #2 and all development will be done in conformity with the city code.

g. County and City will enter into a maintenance agreement in which City will agree to undertake County's current maintenance obligations on the MKT Trail. The parties will create an exhibit clearly depicting the areas of the trail over which the City will begin to undertake maintenance with the goal that County will no longer maintain any portion of the MKT trail. Nothing contained herein shall prohibit City from relocating any portion of the MKT and, if relocated, City maintenance of the portion of the MKT on County property will end.

4. **Termination.** Any party may terminate this non-binding MOU with thirty (30) days written notice.
5. **No Waiver of Immunities.** Nothing herein shall be construed as a waiver or limitation of the City's or County's rights or defenses with regard to the City's and County's statutory, sovereign, governmental, or official immunities provided by operation of federal or state law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written below.

BOONE COUNTY, MISSOURI
Through Its County Commission By:


Daniel K. Atwill, Presiding Commissioner

Dated: 1-16-2020

ATTEST:


Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:


CJ Dykhous, County Counselor

CITY OF COLUMBIA, MISSOURI

By:



~~John Glascock, City Manager~~ *De'Carlton Seewood*

Acting City Manager

Dated: 1-7-20

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor

Exhibit A
Fairgrounds Property Boundary Survey
Dated January 30, 2018

PROPERTY BOUNDARY SURVEY

A SURVEY IN THE SOUTHEAST QUARTER OF SECTION 19,
 THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST
 QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30,
 ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI
 JANUARY, 2018

CERTIFICATION:

I HEREBY CERTIFY THAT IN AWARD OF THIS ACCURATE SURVEY FOR THE BOONE COUNTY COMMISSIONERS OF LAND AND SURVEY I, THE SURVEYOR, HAVE CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE TITLED SURVEY IN ACCORDANCE WITH THE CURRENT MISSOURI STATUTES FOR PROPERTY BOUNDARY SURVEYS. I HAVE BEEN LICENSED AS A SURVEYOR IN THE STATE OF MISSOURI SINCE 1991. MY LICENSE NUMBER IS 117191343.

TRACT 1: BEING THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20.

TRACT 2: BEING THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20.

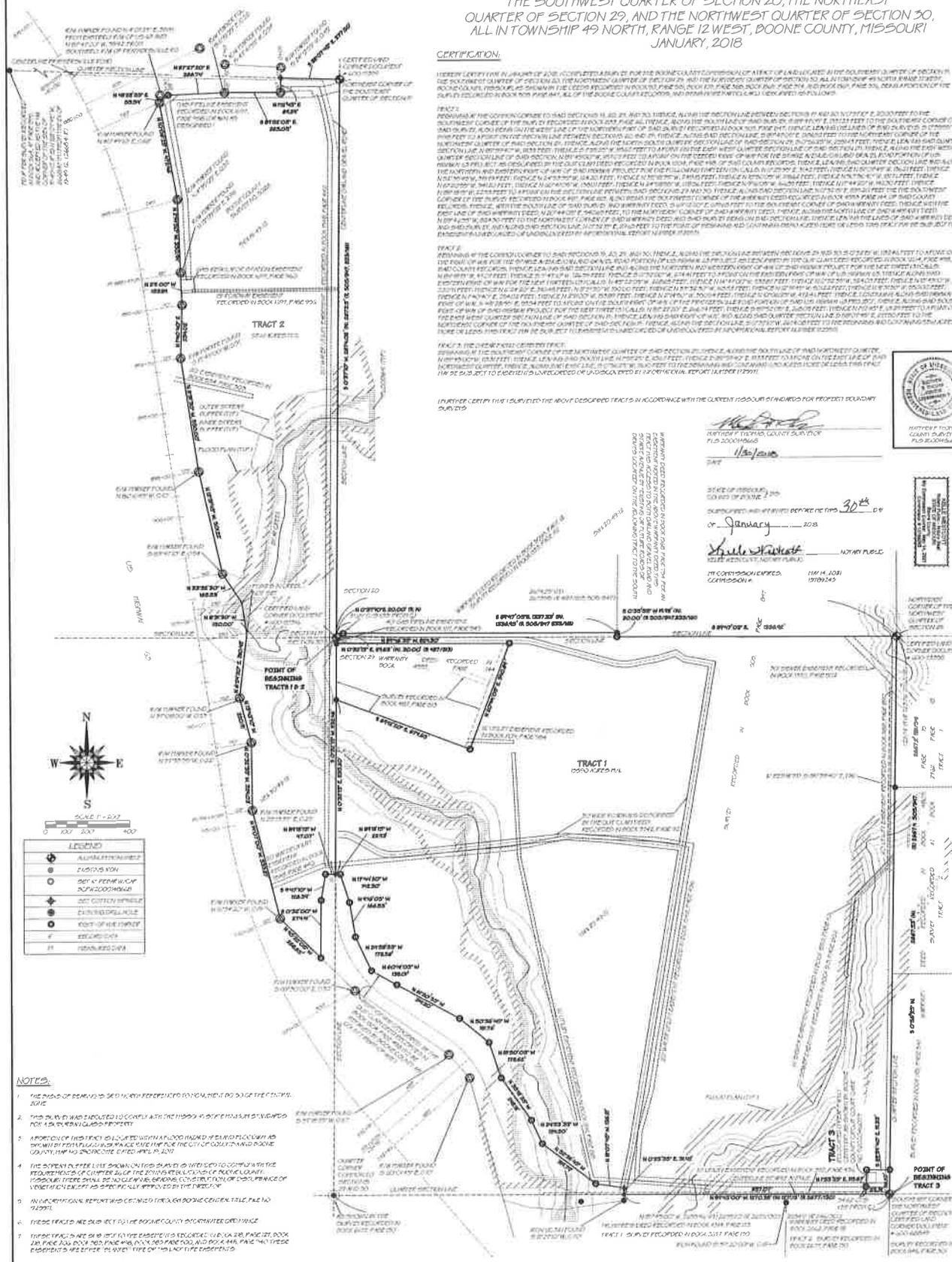
TRACT 3: BEING THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20. THE SOUTHWEST CORNER OF SAID SECTION 20 IS LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 AND THE WEST LINE OF SAID SECTION 20.

FURTHER CERTIFY THAT I SURVEYED THE ABOVE DESCRIBED TRACTS IN ACCORDANCE WITH THE CURRENT MISSOURI STATUTES FOR PROPERTY BOUNDARY SURVEYS.

Nora Detzel
 NORA DETZEL, COUNTY SURVEYOR
 FLS 200018668
 DATE: 1/16/2018



STATE OF MISSOURI
 COUNTY OF BOONE
 SUBMITTED AND APPROVED BEFORE ME THIS 30th DAY OF January, 2018
Shirley W. Hest
 NOTARY PUBLIC
 MISSOURI COMMISSIONERS OF LAND AND SURVEY
 117191343



- NOTES:**
1. THE POINTS OF BEGINNING SET HEREIN REFER TO THE POINTS OF BEGINNING OF SAID SECTION.
 2. THIS SURVEY WAS CONDUCTED TO CORRECT THE ERRORS IN THE PREVIOUS SURVEYS FOR THE SOUTHWEST QUARTER OF SECTION 20.
 3. A PORTION OF THIS TRACT IS COVERED BY A FLOOD HAZARD ZONING MAP AND IS SUBJECT TO FLOOD HAZARD ZONING REGULATIONS. THE CITY OF BOONE COUNTY, MISSOURI, HAS A FLOOD HAZARD ZONING MAP IN PLACE.
 4. THE SURVEY IS BASED UPON THE SURVEY DATA PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES.
 5. ALL MEASUREMENTS WERE MADE USING A TOTAL STATION AND A GPS RECEIVER.
 6. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY ZONING ORDINANCE.
 7. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY ZONING ORDINANCE AND THE BOONE COUNTY ZONING MAP. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES.

Boone County Resource Management Department
 Engineering Division
 501 E. Main Street, Suite 100
 Boone, Missouri 64601
 Phone: 573-686-4465
 Fax: 573-686-1000

APPROVED FOR RECORDING THIS DAY OF January 2018
Tammy A. Hest
 TAMMY A. HEST, CLERK OF COURSE
 BOONE COUNTY, MISSOURI

Recorded in Boone County, Missouri
 Date and Time: 8/15/2018 10:28:18 AM
 Instrument #: 20180018668 Book 4652 Page 130
 Instrument Type: Sub
 Recording Fee: \$20.00
 No. of Pages: 1
Nora Detzel

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 16th day of January 2020

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, January 21, 2020 at 2:30 pm. The meeting will be held in Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 16th day of January 2020.

ATTEST:

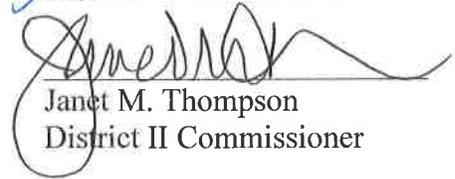

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner