

30/-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

18th

day of

July

20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize and honor Judge Clifford "Gene" Eugene Hamilton, Jr. for his lifelong dedication to justice and the citizens of Boone County.

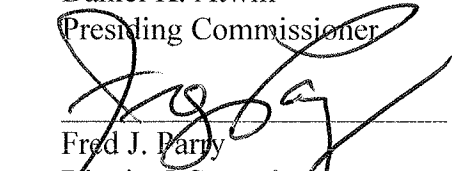
Done this 18th day of July 2019.

ATTEST:


Brianna L. Lennon *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**PROCLAMATION HONORING
JUDGE CLIFFORD “GENE” EUGENE HAMILTON, JR.
OCTOBER 31, 1942 – APRIL 29, 2019**

- Whereas,** Clifford “Gene” Eugene Hamilton, Jr. was born in Mexico, Mo. on October 31, 1942, to Clifford Eugene Hamilton, Sr. and Mary Faun Shelton Hamilton, and grew up in nearby Bachelor, Mo.; and
- Whereas,** after graduating from Fulton High School in 1960, Gene went on to earn his undergraduate degree from Westminster College in 1964, and his juris doctorate from the University of Missouri in 1967; and
- Whereas,** Gene served his country as a Captain in the United States Army and, as part of this service, was stationed in Germany for two years; and
- Whereas,** Gene and his wife, Marcia, who married on August 12, 1967, celebrated 51 years of marriage last summer and have three daughters, Mary, Kathryn, and Sarah; and
- Whereas,** in 1970, Gene was appointed Prosecuting Attorney of Callaway County, a position he held for 11 years; and
- Whereas,** in 1982, Gene began the portion of his career of which he was fondest when he was elected Circuit Judge for the 13th Judicial Circuit – Boone and Callaway counties where he served for 28 years until his retirement; and
- Whereas,** one of Judge Hamilton’s proudest accomplishments was serving as Boone County’s first drug court judge in 1998, a program about which he spoke passionately long after his service had ended, sharing the positive impact the treatment program had on individuals, families and the community; and
- Whereas,** Judge Hamilton was honored to have served on a variety of judicial committees throughout his career, always taking the opportunity to improve the legal system in which he, as a judge, aspired above all else to be fair.
- Therefore,** we do hereby honor Judge Clifford “Gene” Eugene Hamilton, Jr. for his lifelong dedication to justice and to the citizens of Boone County.

IN TESTIMONY WHEREOF, this 18th day of July, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

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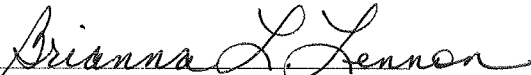
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 05-17APR19 for an Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study to Geosyntec Consultants, Inc. of Jefferson City, Missouri.

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.

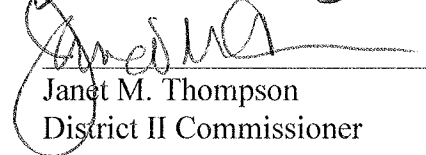
Done this 18th day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission *DKB*


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: June 13, 2019
RE: 05-17APR19 for an Environmental Analysis Study: Hinkson Creek
Macroinvertebrate Data Mining Study

Request for Statement of Qualification RSQ 05-17APR19 solicited responses for an Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study for the Boone County Resource Management Department. Two responses were received. The response from Geosyntec Consultant of Jefferson City, Missouri is the lowest and best proposal, and is acceptable to the Resource Management Department for award of contract.

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

Cost for the study will be shared with the City of Columbia and the University of Missouri – Columbia acknowledged in Commission Order 80-2019 dated February 26, 2019. Payment for the study will be made from the following Department/Account:

- Department 1725, Stormwater Administration/Account 71100 – Outside Services
– Total: \$97,015.00.

The County will be reimbursed one-third of the amount from the University of Missouri, and one-third from the City of Columbia.

Attachments: Bid Tabulation and Evaluation Memo

/lp

cc: Kelle Westcott, Resource Management Department
RSQ File

EVALUATION REPORT FORM

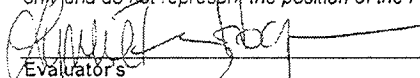
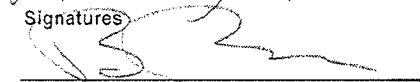

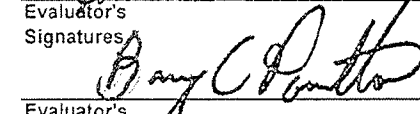
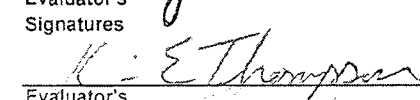
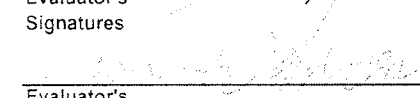
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR STATEMENT OF QUALIFICATIONS - RSQ 05-17APR19
 Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study

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

	NAME OF OFFEROR	METHOD OF ANALYTICAL APPROACH (25 Points)	METHOD OF PRESENTATION OF RESULTS (25 Points)	RELEVANT KEY PERSONNEL EXPERTISE (25 points)	RELEVANT INTERPRETIVE EXPERIENCE (25 points)	TOTAL SUBJECTIVE POINTS (100 points)	For Purchasing Use Only	
							COST POINTS (100 points)	TOTAL POINTS (Max 200 points)
1	GeoSyntec	22	20	25	25	92	100	192
2	HDR	25	25	22	22	94	97	191

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Evaluator's Signatures 	Evaluator Printed Name Lyne Hooper	Title Urban Hydrologist	Dept. Resource Mgmt
Evaluator's Signatures 	Evaluator Printed Name Bill Flores	Title Senior Planner	Dept. Resource Mgmt.
Evaluator's Signatures 	Evaluator Printed Name Jon D. White	Title Manager, EHS	Dept. MU EHS
Evaluator's Signatures 	Evaluator Printed Name Barry C. Poulton	Title Ecologist	Dept. U.S.G.S - CERC
Evaluator's Signatures 	Evaluator Printed Name Kori E. Thompson	Title Engineering Supervisor	Dept. City of Columbia Sewer Stormwater Utility
Evaluator's Signatures 	Evaluator Printed Name TOM WELLMAN	Title Engineering Specialist	Dept. City of Columbia Stormwater Utility

EVALUATION REPORT:

RSQ 05-17APR19 Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

Offeror 1: HDR

 X This offeror is responsive to the mandatory requirements, terms and conditions of the RSQ.

 This offeror is non-responsive to the mandatory requirements, terms and conditions of the RSQ.

Method of Analytical Approach: Awarded 25 Points of a Maximum 25 Points

Strengths:

- HDR's approach is thorough and shows their understanding of the Hinkson Creek habitat;
- Specific project steps have been identified showing a clear approach to HDR's orientation on analyzing Hinkson Creek macroinvertebrate data.

Concerns:

- None

Method of Presentation of Results: Awarded 25 Points of a Maximum 25 Points

Strengths:

- HDR presented a timeline showing specific tasks to be accomplished over a 12-month period;
- HDR has a project team in Columbia, Missouri available to meet as needed to discuss project planning and progress;
- HDR offers two workshops to discuss interim and final conclusions of analysis with the County and other interested stakeholders;
- HDR's use of Microsoft Access and Excel products has been chosen to aide public access;
- HDR will develop outreach and education materials for the County for inclusion at the Hinkson Creek website for public access.

Concerns:

- None

Relevant Key Personnel Expertise: Awarded 22 Points of a Maximum 25 Points

Strengths:

- HDR brings an experienced team to the project – the team will be managed by David Carani and Trent Stober who bring a combined 40-years’ experience performing water resource and macroinvertebrate studies;
- The “Stressor-Response Analysis Team” includes ten members with areas of specialization well-suited to conducting the study;
- EcoAnalysts (Heidi Dunn) will be subcontracted to perform primarily macroinvertebrate taxonomy for the study;
- HDR presented a staffing chart identifying a specific role for Quality Assurance that will be performed by Heidi Dunn;
- HDR has demonstrated experience working with Hinkson Creek and the CAM process.

Concerns:

- No inclusion of personnel with state or federal regulatory professional backgrounds.

Relevant Interpretive Experience: Awarded 22 Points of a Maximum 25 Points

Strengths:

- HDR presented five recent studies similar to the Hinkson Creek Data Mining Project:
 - (1-2) Gila River Benthic Macroinvertebrate Study (2014 & 2016)
 - (3-4) Mussel Community Assessment Tool (2012 & 2016)
 - (5) Sunset Fish Passage & Energy Project (2015);
- Other work includes work done for the St. Louis Metropolitan Sewer District for on-call regulatory support and river mussel survey work; and the City of Columbia for waste and storm water management; in addition to a variety of engineering projects.

Concerns:

- Two of the three studies focused on mussels, which is a macroinvertebrate but it is preferred that the studies would have encompassed a larger variety of macroinvertebrates.

SUMMARY:

HDR scores a total of 94 points in the four identified subjective evaluation areas. HDR has been rated the highest scores for Method of Analytical Approach and Method of Presentation of Results because of a very thorough and well-presented description of project tasks including a clear timeline for performing and completing the Data Mining Project. In addition, HDR offered two workshops geared to support public access to project conclusions. HDR’s specific experience and expertise is not as pertinent to the nature of the Hinkson Creek Data Mining Project as is Geosyntec’s. The skill set the HDR team brings to the Hinkson Creek Macroinvertebrate Data Mining Project is project relevant; personnel are highly qualified with demonstrated success conducting studies similar to the Data Mining Project. HDR’s orientation leans more on engineering and data specialization. Unlike Geosyntec, HDR has not included any personnel with professional backgrounds in state or federal water environmental regulation which is seen as beneficial to the Hinkson Creek Macroinvertebrate Data Mining Project which has been prompted by state Department of Natural Resources remediation requirements. HDR’s Relevant Interpretive Experience is comparatively recent and impressive but limited in focus compared to GeoSyntec’s studies.

Offeror 2: GeoSyntec

 X This offeror is responsive to the mandatory requirements, terms and conditions of the RSQ.

 This offeror is non-responsive to the mandatory requirements, terms and conditions of the RSQ.

Method of Analytical Approach: Awarded 22 Points of a Maximum 25 Points

Strengths:

- GeoSyntec's approach is sufficiently detailed and shows their understanding of the Hinkson Creek habitat.

Concerns:

- Detail about GeoSyntec's analytical approach is more generalized compared to HDR.

Method of Presentation of Results: Awarded 20 Points of a Maximum 25 Points

Strengths:

- GeoSyntec presented a 12-month project schedule – and specific project hours have been identified between personnel classifications between five main tasks: compiling available data, conducting data analyses and stressor evaluation, conducting statistical analyses and interpretation of macroinvertebrate indicator data, development of assessment tools to aid the CAM process, and the report of final results.

Concerns:

- GeoSyntec's discussion was more generalized and lacked comparable detail.

Relevant Key Personnel Expertise: Awarded 25 Points of a Maximum 25 Points

Strengths:

- GeoSyntec's team will be managed by Nick Muenks and Cody Luebbering who bring a combined 31 years' experience addressing a wide range of water quality issues and conducting aquatic bioassessments;
- GeoSyntec has demonstrated experience working with Hinkson Creek and the CAM process;
- GeoSyntec's key personnel have specific macroinvertebrate analytical experience, in particular their subcontractor, Dr. Sam McCord, who will be the Macroinvertebrate Technical Lead. Dr. McCord has 30 years' experience performing analyses of macroinvertebrate samples and data summarizations/analyses. His background includes work as an aquatic biologist for the Missouri Department of Natural Resources (MDNR) Environmental Services Program where he had an integral role in Hinkson Creek issues handled by the MDNR;
- Randy Crawford, Macroinvertebrate/Toxicology Specialist, has over 40 years' experience conducting and managing water quality assessments including extensive experience with Hinkson Creek, and experience working as a Supervisor with the Water Quality Monitoring Section of the MDNR. The protocols and standard

operating procedures for macroinvertebrate monitoring and assessment were developed during his tenure at MDNR;

- GeoSyntec's team also includes skilled personnel to serve as in the following roles: technical advisor, ecological statistician, aquatic ecosystem habitat restoration advisor, data management specialist, and aquatic ecologist.

Concerns:

- None

Relevant Interpretive Experience: Awarded 25 Points of a Maximum 25 Points

Strengths:

- GeoSyntec presented three studies similar to the Hinkson Creek Data Mining Project:
 - (1) Stability of environmental reference conditions as indicated by stream macroinvertebrate communities: a case study in the central United States (2014)
 - (2) Effects of Silviculture Using Best Management Practices on Stream Macroinvertebrate Communities in Three Ecoregions of Arkansas, USA (2007)
 - (3) 2018 Macroinvertebrate Study Report Lower Osage River;
- Other work includes the Bagnell Dam Hydroelectric Generating Facility report which covers water quality and macroinvertebrate monitoring, data analysis, and regulatory compliance support; work for the City of Bentonville (Arkansas) conducting aquatic community bioassessment and data analysis in support of TDML negotiations; work for Columbia Power and Light that includes water quality characterization; work for the Boone County Resource Management Office for conducting quality assurance, monitoring, training, data analysis, storm water modeling and reporting for the Hinkson Creek Urban Retrofit BMP Study; and work for the City of Columbia Sewer and Stormwater Utilities including MPDES permitting, recreational use attainability, and Integrated Management Planning Support.

Concerns:

- None

SUMMARY:

GeoSyntec scores a total of 92 points in the four identified subjective evaluation areas. GeoSyntec has been rated the highest scores for Relevant Key Personnel and Relevant Interpretive Experience. Geosyntec's team includes two lead personnel who have professional backgrounds in state water environmental regulation which is seen as beneficial to the Hinkson Creek Macroinvertebrate Data Mining Project. Dr. Mc Cord's and Mr. Crawford's experience bring a unique advantage to the project. In addition, the three studies similar to the Hinkson Creek study included a variety of macroinvertebrates. GeoSyntec's work with Ameren on the Bagnell Dam study is seen as pertinent and related to the Hinkson Creek Data Mining Project. GeoSyntec's proposal was not as detailed or thorough as HDR's proposal in its description of its Method of Analytical Approach and Method of Presentation of Results, however GeoSyntec's proposal presents sufficient detail to ensure successful completion of the Hinkson Creek Macroinvertebrate Data Mining Project.

RSQ 05-17APR19 Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project		
Criteria	GeoSyntec	HDR
Vendor Statement of Qualifications	Geosyntec's team brings 3 key benefits: Local expertise, data quality, exceptional experience and locale of professionals. Geosyntec's local office is in Jefferson City. Geosyntec has been the lead water quality/macroinvertebrate monitoring and data analysis consultant for Ameren Missouri's Bagnell Dam.	Founded in 1917 - an engineering, planning and consulting firm based in Missouri - numerous professional disciplines represented on staff, blended teams. Columbia-based project team.
Three Recent Studies Similar to Hinkson Creek Data Mining Project	(1) Stability of environmental reference conditions as indicated by stream macroinvertebrate communities: a case study in the central United States (2014) (2) Effects of Silviculture Using Best Management Practices on Stream Macroinvertebrate Communities in Three Ecoregions of Arkansas, USA (2007) (3) 2018 Macroinvertebrate Study Report Lower Osage River	(1-2) Gila River Benthic Macroinvertebrate Study (2014 & 2016) (3-4) Mussel Community Assessment Tool (2012 & 2016) (5) Sunset Fish Passage & Energy Project (2015)
References	Bagnell Dam Hydroelectric Generating Facility - water quality and macroinvertebrate monitoring, data analysis and interpretation and regulatory compliance support City of Bentonville (AR) - aquatic community bioassessment and data analysis in support of TDML negotiations Columbia Power & Light - NPDES permitting support, metals compliance, coal combustion residuals pond and process water quality characterization Boone County Resource Management - quality assurance, monitoring, training, data analysis, stormwater modeling and reporting for the Hinkson Creek Urban Retrofit BMP Study Sewer and Stormwater Utilities (Columbia) - MPDES permitting support and negotiations, recreational use attainability, Integrated Management Planning Support	St. Louis MSD - On-call regulatory support and river mussel survey; City of Columbia - Columbia wastewater and stormwater integrated management plan And presented projects for which HDR was the principal engineer: Water Resources & Environmental Science Projects Water Engineering Projects Wastewater Engineering Projects Bridge Engineering Projects Transportation Engineering Projects Park and Trail Projects Construction Management Projects
Key Personnel and Expertise	Nick Muenks, Project Director - 18 years experience addressing diverse range of water quality issues; has been involved in numerous projects involving Hinkson Creek and other watersheds around Columbia. Cody Luebbering, Project Manager - 13 years experience performing aquatic bioassessments and water quality/quantity monitoring for state, federal, and private clients; has been active member in Hinkson Creek CAM process - has intimate familiarity with CAM, Hinkson Creek aquatic ecology, land uses, and the unique geology of the Hinkson Creek watershed. Sam McCord, Ph.D - Macroinvertebrate Technical Lead - extensive experience as a researcher of aquatic systems including 30 years experience performing field surveys, laboratory analyses of fish and macroinvertebrate samples, etc. - worked for Mo. ESP/DNR lab and was integral part of Hinkson Creek work (1999-2002). Randy Crawford - Macroinvertebrate Toxicology Specialist - 40 years experience conducting/managing biological and water quality assessments, has extensive experience with Hinkson Creek and provides unique aquatic species toxicological experience critical to the evaluation of potential stressors to Hinkson Creek macroinvertebrate communities; Supervisor for the MDNR Water Quality Monitoring Section - responsible for activities related to Hinkson Creek assessment Team also includes Eric Strecker P.E. - Senior Technical Advisor; Cathy Crea Ph.D. - Ecological Statistician; David Vance P.G. - Aquatic Ecosystem Habitat/Restoration Advisor; Andrew Higgings - Data Management Specialist; and Kaylin Boeckman - Aquatic Ecologist.	David Carani and Trent Stober will manage the team - have 40 years combined experience performing water resource studies, performing macroinvertebrate studies, analyzing biological data, and developing bioassessment policies and procedures in Missouri...Have performed numerous water quality and macroinvertebrate studies on Hinkson Creek, which led to technical comments on the 2011 Total Maximum Daily Load, and helped each of the County's Collaborative Adaptive Management partners navigate complicated local water quality issues. The HDR team includes Chad Wiseman - aquatic ecologies, and Heidi Dunn who has significant benthic ecology experience The Team includes: Chuck Vertucci - Macroinvertebrate Assessments, William LaVoie, Invertebrate Taxonomy & Fish Ecology; John Pfeiffer, Aquatic Ecologist & Invertebrate Taxonomy; Mike Walters - Aquatic Ecologist; Kathi Peacock - Hydrology and Geomorphology; Jaak Vendensype - Programming and Statistical Analysis; Diane Holloran - Data Management & Visualization; John Christensen - Data Management & Water Chemistry; and Kristen Veldhouse - Strategic Communications.

Criteria	GeoSyntec	HDR
Capacity and Specialized Experience	<p>Hinkson Creek TDML Support Services for Boone County, the City of Columbia, and MU Stormwater Master Plan - MU Bagnell Dam Water Quality and Macroinvertebrate Monitoring and Analysis - Ameren MO Hinkson Creek Urban Retrofit BMP Study - Boone County and MU Hinkson Creek Bacteria Assessment - MU, City of Columbia, Boone County Columbia Integrated Management Plan for Wastewater and Stormwater- City of Columbia Aquatic Community Bioassessment In Support of TDML Activities - Bentonville, AR Site-specific Dissolved Oxygen Criteria Development - City of Blue Springs, MO Site-specific Chloride Criteria Development - Confidential Southwest Missouri Power Plant Biological Assessments for KC SUD - Kansas City Stormwater Utility Division Phillips Tract Biological and Water Quality Assessments - Allstate Consultants Two Mile Prairie Stream Evaluation - MU, EPA St. Louis Water Quality Monitoring and Analysis - Metro St. Louis Sewer District Stability of Environmental...Stream Macroinvertebrate Communities - AR State University Effects of Silviculture...Stream Macroinvertebrate Communities - AR Soil and Water Conservation Commission and EPA Effects of Catastrophic Flood and Debris Flow on Aquatic Biology on the East Fork Black and Black Rivers - Ameren MO</p>	<p>HDR's Team offers local leadership; a strong understanding of the history of water quality issues in Hinkson Creek, Continuous communications, feedback, and availability, and a history of on-schedule and -on-budget performance. HDR will leverage its deep regulatory support and biological assessment project experience for the CAM Partners - HDR guided the development of a comprehensive historical water quality database from 103 monitoring sites in and around the Hinkson Creek watershed. Listed these projects: Mississippi and Missouri River Mussel Survey - 2013 for EPA Hinkson Creek Bioassessment Support - 2013 City of Fulton Integrated Management Plan - 2017 City of Columbia Springfield Reference Stream Support - 2011 EPA Blue River Watershed Integrated Plan Feasibility Study - Phase 1 for Kansas City, MO Gila River Macroinvertebrate Study - Sante Fe New Mexico Interstate Stream Commission Sunset Fish Passage & Energy Project - Snohomish County PUD #1 (WA) Upper Columbia River Macroinvertebrate Study - Tack American Incorporated (Spokane, WA) Yellowstone River Nutrient Study - Billings, MT Mussel Community Assessment Tool Development USACE - Rock Island District Fish & Aquatic Macroinvertebrate Surveys of the Chicago Waterways - 2008, Chicago, IL Risk Assessment of Fish, Invertebrates, and Unionids - Walnut Creek, IN</p>
Registration/Licensure/Certification	<p>Geosyntec is licensed as an Engineering Corporation in Missouri, and registered with the Missouri Secretary of State</p>	<p>HDR is registered by the Missouri Board of Professional Registration and the Missouri Secretary of State's Office</p>
Insurance	<p>Will comply with requirements General Liability: \$1-\$2 Million Automobile Liability: \$1 Million Umbrella Liability: \$10 Million Worker's Compensation/Employer's Liability: \$1 Million Professional Liability: \$8-\$10 Million</p>	<p>General Liability: \$2-\$4 Million Automobile Liability: \$2 Million Umbrella Liability: \$5 Million Worker's Compensation/Employer's Liability: \$1 Million Professional Liability: \$2 Million</p>
Subcontractors, Roles & Qualifications	<p>Dr. Sam McCord - lead aquatic macroinvertebrate Scientist</p>	<p>HDR will be teamed-up with EcoAnalysts EcoAnalysts was established in 1992 and it provides Ecological and Natural Resources Consulting and Laboratory Services - successful history teaming with HDR; "unrivaled" invertebrate taxonomy experts; one of the region's foremost ecological monitoring and Assessment firms; Missouri office. Heidi Dunn manages the Missouri office and her specialty is Benthic ecology and taxonomy.</p>
Quality Controls	<p>Geosyntec performs under a formal Quality Management Program based on ANSI/ASQC E4-1994 standards; ANSI/ASQC E4-2004 "Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use"; and ASQ/ANSI E4:2014 "Quality management system for environmental information and technology programs." The result is a focus on meeting project data quality objectives and client expectations within a framework of safe work practices and continuous improvement - maintain professional and technical excellence; minimize potential risk to clients through corrective actions that are appropriate, prompt, and effective; and emphasize customer service. Uses a company-wide intranet tool - Guidance for Systemic Planning and Project Workflow as part of their QMP. Do Work Product Reviews - peer review, senior review, document review, and formal design reviews. Geosyntec's approach to project quality is said to result in cost efficiencies for the client.</p>	<p>Policy: To consistently provide professional services that satisfy statutory and regulatory requirements that meet or exceed the customer's expectations Goal: To set the industry standard for excellence Quality Management System: has 4 key elements: Management Responsibility, Resource Management, Professional Service Delivery, and Measurement, Analysis and Improvement.</p>

RSQ 05-17APR19 Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project		
Criteria	GeoSyntec	HDR
Approach to Performing Scope of Work	<p>Task 1: Compile available data - 131 hours</p> <p>Task 2: Conduct data analyses and stressor evaluation - 106 hours</p> <p>Task 3: Statistical analyses and interpretation of macroinvertebrate indicator data - 273 hours</p> <p>Task 4: Development of assessment tools to aid the CAM process - 180 hours</p> <p>Work completed in 12-months</p>	<p>Step 1: Define the case</p> <p>2: List the candidate causes (stressors)</p> <p>3: Evaluate the data</p> <p>4: Characterize causes</p> <p>SCHEDULE</p> <p>Task Series 1: Project Management</p> <p>Task Series 2: Evaluate Macroinvertebrate Metrics</p> <p>Task Series 3: Evaluate Macroinvertebrate Metrics -updating - Develop Assessment Tools</p> <p>Task Series 4: Stakeholder Coordination and Reporting</p>
Additional Details Regarding Proposed Analytical Approach	<p>Will calculate and summarize the 41 metrics/indices for identifying potential stressors and determining their relative contributions to the aquatic life impairment of Hinkson Creek - concurrently review literature pertaining to urban effects on stream quality to examine dynamics in other urban settings. Geosyntec will summarize existing MDNR macroinvertebrate data and calculate the metrics/indices in the RSQ. Tests of significance and correlation will be used to evaluate statistical relationships between macroinvertebrate metrics...relationships between metric values, and between metric values and environmental variables, will be examined using correlations and/or regression tests.</p>	<p>In general, the analysis objectives will be to define the temporal and spatial scale, identify key indicator species and appropriate metrics, and evaluate the effects of identified stressors on the key species and metrics.</p> <ul style="list-style-type: none"> - Define the temporal and spatial scale - Identify key indicator species and appropriate metrics - Evaluate effects of identified stressors on key species and metrics - Develop management strategy
Business Information	<p>Geosyntec Consultants is a leading consulting and engineering family of companies with over 1,200 practitioners and professionals that operates over 80 offices through the US and in select locations in Australia, Canada, Ireland, and the UK. The Jefferson City office is staffed by professionals experienced in providing environmental services related to water quality, aquatic habitats, aquatic macroinvertebrates and the regulatory breadth requested by Boone County.</p>	<p>Missouri corporation - 5 offices within close proximity to Boone County; Firm principals are Missouri registered engineers - know Hinkson Creek</p>
Other: Signed Forms	<p>Debarment - signed and submitted</p> <p>Lobbying Certification - signed and submitted</p> <p>Work Authorization form - signed, submitted and notarized</p> <p>Submitted E-Verify MOU</p>	<p>Debarment - signed and submitted</p> <p>Lobbying Certification - signed and submitted</p> <p>Work Authorization form - signed, submitted and notarized</p> <p>Need E-Verify MOU</p>

MEMORANDUM

TO: File
FROM: Liz Palazzolo
RE: 05-17APR19 for an Environmental Analysis Study: Hinkson Creek
Macroinvertebrate Data Mining Study
DATE: 6/10/19

Request for Statements of Qualifications RSQ 05-17APR19 solicited responses for an Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study for the Resource Management Department. Two responses were received:

1. HDR Engineering, Inc. of Columbia Missouri
2. Geosyntec Consultants, Inc. of Jefferson City, Missouri

Initial responses were 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
- Jon White, Manager of Environmental Health and Safety, University of Missouri – Columbia
- Barry Poulton, Ecologist, U.S. Geological Survey, Columbia Environmental Research Center
- Kori Thompson, Engineering Supervisor, City of Columbia
- Tom Wellman, Engineering Specialist, City of Columbia

The Evaluation Committee first evaluated the qualifications of the two offerors and determined that both were qualified to perform the Hinkson Creek Macroinvertebrate Data Mining Study. The Evaluation Committee agreed to conduct negotiations with both offerors, and solicited a Best and Final Offer with pricing from both HDR Engineering and Geosyntec Consultants (see RSQ paragraph 3.2.3, and also Best and Final Offer (BAFO) Request #1.

The two responses were evaluated by the Evaluation Committee consistent with paragraph 4.15.1 added by BAFO Request # 1. The Evaluation Committee conducted the subjective evaluation of the Method of Analytical Approach worth a maximum of 25 points; the Method of the Presentation of Results, worth a maximum of 25 points; Relevant Key Personnel Expertise, worth a maximum of 25 points; and Relevant Interpretive Experience, worth a maximum of 25 points. The Evaluation Committee's point scoring and Evaluation Narrative follow this memo. It is noted for the record that the Evaluation Committee completed its point scoring of the subjective evaluation criteria without knowledge of the cost points.

The Boone County Purchasing Department conducted the evaluation of cost, worth a maximum of 100 points. Cost points are determined using this formula:

- $\text{Lowest priced offer/competing offer} \times 100 \text{ maximum cost points} = \text{Cost Points for Offeror}$

Using this formula, the lowest priced responsive offeror receives maximum cost points, and the competitor receives its prorated share of cost points. The evaluation of cost is found in a separate spreadsheet that follows this memo.

Award: Subjective scores are added to cost points, and the outcome is that Geosyntec Consultants scores 192 total points compared to HDR Engineering with a total point score of 191 points. As such, Geosyntec Consultants of Jefferson City is the “lowest and best” proposal and will receive the award of contract to perform the Hinkson Creek Macroinvertebrate Data Mining Study. The award determination has received the recommendation of the Resource Management Department, see e-mail dated 6/10/19.

/lp

RSQ 05-17APR19					
Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate					
Data Mining Project					
COST EVALAUTION					
	GeoSyntec	HDR			
Firm, Fixed					
Total Project Price	\$ 97,015.00	\$ 99,810.00			
Cost Points:					
Maximum 100	100	97			

Liz Palazzolo

From: Lynne Hooper
Sent: Monday, June 10, 2019 2:55 PM
To: Liz Palazzolo
Subject: Recommendation to award 05-17APR19 Hinkson Creek Macroinvertebrate Data Mining Project

Good afternoon, Liz –

Based upon the materials provided by the two vendors who responded to the Request for Statement of Qualifications, and the discussions and scoring matrix developed during committee review, I would recommend award of the contract to Geosyntec Consultants.

Thank you,

Lynne

Lynne Hooper
Urban Hydrologist
Boone County Resource Management
Office: 573-886-4491
Cell: 573-881-6875

**PURCHASE AGREEMENT
FOR
ENVIRONMENTAL ANALYSIS STUDY:
HINKSON CREEK MACROINVERTEBRATE DATA MINING STUDY**

THIS AGREEMENT dated the 18th day of July 2019 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 the **Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study**, County of Boone Request for Statement of Qualifications (RSQ) number **05-17APR19** 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, and Best and Final Offer Request # 1 as well as the Contractor's RSQ response dated **April 16, 2019** and the **Best and Final Offer #1** dated **May 15, 2019** executed by **Paul J. Sabatini** 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 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 the **Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study** at the following firm, fixed total project price: \$97,015.00.

4. Performance Delivery – The Contractor agrees to deliver contractual services as specified in **RSQ 05-17APR19, Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Study.** 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.

by DocuSigned by:
Paul Sabitini
C5C94D1372E84AF...
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Doris K. Anwill
BA4B594CE06E4EB...
Doris K. Anwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
097102A1E89D74D...
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
7D32DA966BF6495...
Brianna Lennon, 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: 1725 - Account: 71100: \$97,015.00

DocuSigned by:
[Signature]
5F0588AD5184244D... 7/9/2019 _____
Signature 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



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

May 16, 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 05-17APR19,
Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate
Data Mining Project**

Dear Ms. Palazzolo:

Boone County has requested a Best and Final Offer (BAFO) (#1) for the Request for a Statement of Qualifications (SOQ) for the Hinkson Creek Aquatic Macroinvertebrate Data Mining Project. This letter and the enclosed or referenced 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. Attachments 1 and 2 provide the details requested for RSQ Paragraph 4.14 and Line Item 4.15.5, respectively. The documents requested in Paragraph 4.13 are provided on the enclosed thumb drive.

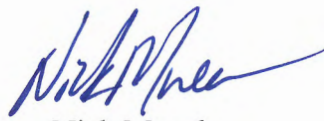
Geosyntec Consultants and our partner, Sam McCord, Ph.D., are excited about the opportunity to assist the County and the Collaborative Adaptive Management (CAM) Partners on this endeavor. Our core, Jefferson City based, team provides local experts who know and understand Hinkson Creek and the CAM process. We have a proven track record of providing quality assured results to our clients. Our local team allows us to promptly respond to project needs which we have done for numerous aquatic community studies over the last 15 years.

We look forward to building on the successful partnerships we've previously had with Boone County, Missouri. Our focus is providing Boone County and their partners with exceptional service and cost-effective solutions by leveraging our unique local macroinvertebrate expertise with support from our national network of statistical and database management specialists. Should

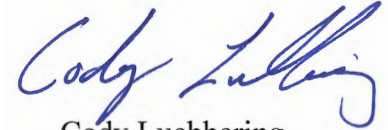
Ms. Palazzolo
May 16, 2019
Page 2

you have any questions regarding our qualifications or BAFO submittal, please give Cody Luebbering or me a call at (573) 443-4100.

Sincerely,



Nick Muenks
Senior Scientist



Cody Luebbering
Project Scientist

Attachments: Best and Final Offer Form #1 for RSQ 05-17APR19, Environmental Analysis Study:
Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

Best and Final Offer Form #2 for RSQ 05-17APR19, Environmental Analysis Study:
Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

Response to RSQ Paragraph 4.14 – Detailed Approach – Attachment 1

Response to RSQ Line Item 4.15.5 – Itemized Price – Attachment 2

Enclosures: Response to RSQ Paragraph 4.13 (Thumb Drive)

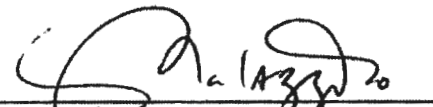
**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI**

RSQ NUMBER AND DESCRIPTION: **RSQ 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project**

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with Response Submission Information of RSQ 05-17APR19 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, CPPO, CP.M.
Senior Buyer

Company Name: Geosyntec Consultants, Inc.

Address: 2009 E. McCarty, Suite 1
Jefferson City, MO 65101

Telephone: 573-443-4100 Fax: N/A

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

Print Name: Paul J. Sabatini Title: Vice President

Signature:  Date: 5/15/19

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:
Paul J. Sabatini, Vice President psabatini@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?

 X Yes No

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

RSQ NUMBER AND DESCRIPTION: *RSQ 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project*

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 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project** 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. Paragraph 4.13 has been **ADDED** as follows:
 - 4.13 Please provide three (3) of your company's most recent studies/reports about taxonomic evaluations or metric developments of aquatic macroinvertebrates similar to the study that will

4. Paragraphs 4.15 through 4.15.4, and line item 4.15.5 have been **ADDED** as follows:

4.15 Evaluation and Award Process:

4.15.1 After determining that the proposal satisfies the mandatory requirements stated in RSQ 05-17APR19, 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.

4.15.2 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 Hinkson Creek Macroinvertebrate Data Mining Study.

4.15.3 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.

4.15.4 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 CAM Stakeholder Committee, Action Team, and Science Team 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 2.7.1(6) of RSQ 05-17APR19:

4.15.5 \$ 97,015 Total, Firm Fixed Project Price.

Provide an itemization of the quoted total project price as quoted above: **PROVIDED AS ATTACHMENT 2**

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
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Compile Available Data			
	See Attachment 2 for Itemized Cost		
Conduct Data Analyses and Stressor Evaluation			
Statistical Analyses and Interpretation of Macroinvertebrate Indicator Data			
Development of Assessment Tools to Aid the CAM Process			
Report of Final Results			
Other Required Costs Not Identified Above			
Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.15.5)			\$

5. Paragraphs 4.16 has been **ADDED** as follows:

4.16 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.

- *End of Document*



Attachment 1

RSQ Paragraph 4.14 Please provide additional detail below on the approach that will be used for interpretation and diagnosis of problems based on the resulting metric data analysis, and how this will be utilized in making recommendations for Hinkson Creek:

As specified in the Request for a Statement of Qualifications (RSQ 05-17APR19), Geosyntec will calculate and summarize the forty-one (41) metrics/indices (Attachment 1) for identifying potential stressors and determining their relative contributions to the aquatic life impairment of the Hinkson Creek.

Concurrently, a review of literature pertaining to urban effects on stream quality will also be performed to examine the dynamics found in other urban settings. Geosyntec will summarize the existing macroinvertebrate data present in the Missouri Department of Natural Resources (MDNR) *Biological Assessments Sampling Database* for the Hinkson Creek sites and calculate the metrics/indices listed in the RSQ. Metric calculations will be conducted for the eleven (11) Hinkson Creek sites, the Ozark/Moreau/Loutre River Ecological Drainage Unit reference streams, and the Bonne Femme Creek control stream used in past Hinkson Creek studies. Metrics/indices that show potential correlation with sufficient, defensible data will be further considered. Metric/indices not being carried into further analysis will be justified and approved by the Collaborative Adaptive Management (CAM) committee.

Tests of significance and correlation will be used to evaluate statistical relationships between macroinvertebrate metrics. A comparison of treatment groups will be tested for significant temporal and spatial differences within and between sites during the period of sample collection using ANOVA or by analogous non-parametric tests such as Mann-Whitney. Tests of statistically significant temporal trends will provide information for understanding natural variability of reference streams, the variability exuded by the Hinkson Creek sites and the nearby control streams.

Relationships between metric values, and between metric values and environmental variables, will be examined using correlation and/or regression tests. Hinkson Creek sites will then be categorized and grouped according to several human influence and instream environmental variables. Large scale variables will include but not limited to: landscape features such as land use, % impervious surface, riparian condition, degree of human disturbance, etc. depending on data availability. Instream environmental variables will include but not limited to: flow, precipitation, sedimentation, instream habitat quality, water quality, stream gradient, geomorphology, and others depending on available data. Those environmental variables will be subjected to parametric (i.e. Pearson's R) or nonparametric (Spearman Rank Correlation) analysis of metrics versus environmental variables to develop a correlation matrix. Metrics that show correlation with measured environmental variables will be considered for further analysis. Justification for metrics not considered will be provided to the CAM committee and in the final report. From the correlation matrix, a selection of the most appropriate core metrics (estimated 10-15 metrics) will be made to further evaluate the aquatic life stream impairments. The core metric selection will be submitted for approval to the CAM committee prior to further analysis. To further support core metric selection, the team proposes up to two one-day field verification events to assess instream variables (i.e. habitat quality) if existing data sources are deemed insufficient.

Upon approval to proceed, ordination analyses (i.e. non-metric multidimensional scaling (NMS) analyses) will be used to detect patterns between large scale and instream environmental variables and



the macroinvertebrate core metric scores. Grouping stream sites into large scale categories and using ordination analyses (i.e. NMS) to help identify specific stressors and their relative contribution to aquatic impairments within the Hinkson Creek watershed will aid in identifying mitigation measures for specific stressors (i.e. water quality, flow, sedimentation). Identifying patterns within the macroinvertebrate community and the relationships to instream or environmental variables will inform the CAM partners and provide insight for efficiently and confidently targeting resources, potential restoration opportunities, and planning activities for future land use and growth within the Hinkson Creek watershed.



Attachment 2. Table 1: Project Roles and Classification

RSQ Paragraph 4.15.4 and 4.15.5

Geosyntec Project Team Name/Role	Years of Experience	Personnel Classification
Nick Muenks Project Director	18	Senior Professional
Cody Luebbering Project Manager	13	Professional
Sam McCord Macroinvertebrate Lead	35	Subcontractor
Randy Crawford Macroinvertebrate and Toxicology	40	Senior Professional
Eric Strecker Senior Advisor	35	Senior Principal
Cathy Crea Statistics and Quality Control	10	Project Professional
David Vance Habitat and Restoration	15	Senior Professional
Andrew Higgins Database/Web Access	8	Project Professional
Kaylin Boeckman Aquatic Ecologist	9	Senior Staff Professional



Attachment 2. Table 2: Itemized Project Price.

RSQ Paragraph 4.15.4 and 4.15.5

Task	Personnel Classification						Sum of Labor Hours per Task	Sum of Labor Costs Per Task	Sum of Non-Labor Costs	Sub-Total Price for Identified Task
	Senior Principal	Senior Professional	Project Professional	Professional	Senior Staff Professional	Subcontractor				
	Hourly Rate for Classification									
	\$238	\$198	\$178	\$155	\$135	\$50				
	Hours Assigned to Complete Identified Task									
Compile Available Data	2	12	4	32	36	45	131	\$15,639	\$270	\$15,909
Conduct Data Analyses and Stressor Evaluation	0	14	4	18	25	45	106	\$11,902	\$270	\$12,172
Statistical Analyses and Interpretation of Macroinvertebrate Indicator Data	4	22	24	48	30	145	273	\$28,328	\$916	\$29,244
Development of Assessment Tools to Aid the CAM Process	4	25	32	6	30	18	115	\$17,483	\$143	\$17,626
Report of Final Results	8	31	0	34	34	73	180	\$21,556	\$508	\$22,064
Totals							805	\$94,908	\$2,107	\$97,015

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

05-16-19 A08:51 IN

***RSQ 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data
Mining Project revised BAFO Request #1***

Geosyntec Consultants
2009 East McCarty St., Suite 1
Jefferson City, MO 65101

Boone County P
Attn: Liz Pal
613 E. Ash
Columbia, Miss

***RSQ 05-17APR19, Environmental Analysis Study: Hi
Mining Project revised***

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

May 9, 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 05-17APR19, Environmental Analysis Study:
Hinkson Creek Aquatic Macroinvertebrate Data Mining Project**

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 paragraphs 3.2 and 3.4 of the cited RSQ document. 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 is a BAFO #1 RSQ Revisions List that identifies changes and revisions made to the Request for a Statement of Qualifications. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

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.

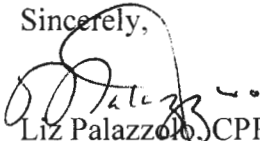
Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RSQ have been met, (2) all RSQ requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer. Please 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 May 13, 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, 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 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project**

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with Response Submission Information of RSQ 05-17APR19 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, 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

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

RSQ NUMBER AND DESCRIPTION: ***RSQ 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project***

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 05-17APR19, Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project** 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. Paragraph 4.13 has been **ADDED** as follows:
 - 4.13 Please provide three (3) of your company's most recent studies/reports about taxonomic evaluations or metric developments of aquatic macroinvertebrates similar to the study that will

4. Paragraphs 4.15 through 4.15.4, and line item 4.15.5 have been **ADDED** as follows:

4.15 Evaluation and Award Process:

4.15.1 After determining that the proposal satisfies the mandatory requirements stated in RSQ 05-17APR19, 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.

4.15.2 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 Hinkson Creek Macroinvertebrate Data Mining Study.

4.15.3 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.

4.15.4 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 CAM Stakeholder Committee, Action Team, and Science Team 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 2.7.1(6) of RSQ 05-17APR19:

4.15.5 \$ _____ 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

Compile Available Data			
Conduct Data Analyses and Stressor Evaluation			
Statistical Analyses and Interpretation of Macroinvertebrate Indicator Data			
Development of Assessment Tools to Aid the CAM Process			
Report of Final Results			
Other Required Costs Not Identified Above			
Total, Firm Fixed Project Price (Should Equal Same Amount Quoted Above in Line Item 4.15.5)			\$

5. Paragraphs 4.16 has been **ADDED** as follows:

4.16 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.

- *End of Document*

STATEMENT OF QUALIFICATIONS FOR AN

Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

RSQ #05-17Apr19 | Due 2:00 pm, April 17, 2019

Prepared by

Geosyntec
consultants

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

Contact: Cody Luebbering
cluebbering@geosyntec.com
(573) 443-4100

Prepared for



Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201

Contact: Liz Palazzolo
Senior Buyer



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

April 16, 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 #: 05-17APR19-Hinkson Creek Aquatic
Macroinvertebrate Data Mining Project” by Geosyntec Consultants**

Dear Ms. Palazzolo:

Boone County and the Hinkson Creek Collaborative Adaptive Management (CAM) Partners are embarking on an exciting project to diagnose the impact of multiple stressors on the aquatic macroinvertebrate community-level indicators for stream sites in Hinkson Creek. Geosyntec Consultants and our partner, Sam McCord, Ph.D., are enthused about the opportunity to assist the County and the CAM Partners on this endeavor. Our Jefferson City staff have a long partnership with the City of Columbia, Boone County, and the University of Missouri and are actively involved with the CAM process.

Our team brings three key benefits to this project. First, our expertise is local – we know and understand Hinkson Creek and the CAM process. We have extensive experience with macroinvertebrates and water quality data in Hinkson Creek; Kansas City; Poplar Bluff; Southwest, Missouri; Bentonville, Arkansas; the Osage River (Ameren Missouri); Blue Springs; and Gans Creek (Phillips Tract Development). 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 understand that data quality is critical to any environmental assessment to withstand the rigors of evaluation by numerous stakeholders. Geosyntec is positioned to provide defensible approaches for assessing the Hinkson Creek data. Many of our surface water assessment projects are supported by Quality Assurance Project Plans (QAPPs) approved by the US Environmental Protection Agency or Missouri Department of Natural Resources. Our Superfund remediation projects at several confidential sites require EPA-approved QAPPs for all monitoring and analysis activities. Our Missouri office has developed multiple agency-approved QAPPs, including those

Ms. Palazzolo
April 16, 2019
Page 2

guiding the Hinkson Creek Urban BMP Retrofit project that provided key local, state and regional stormwater BMP performance information.

Third, the exceptional experience and locale of our professionals enables us to quickly respond to the County's needs as they emerge, leading to informed decision-making in a timely fashion to keep the project on schedule. For over 15 years, Geosyntec has been the lead water quality/macrobenthic monitoring and data analysis consultant for Ameren Missouri's Bagnell Dam. In addition to Ameren, our Missouri office has worked with over 75 Missouri municipalities or governments including the Cities of Kansas City, Springfield, Columbia, Boonville, Poplar Bluff, Sikeston, and Jefferson City.

We look forward to building on the successful partnership established during our review of the Hinkson Creek Total Maximum Daily Load (TMDL) and the Hinkson Creek Urban BMP Retrofit projects. In this response, we are submitting our qualifications to provide macroinvertebrate data analysis and management services to Boone County, Missouri. Our focus is providing Boone County and their partners with exceptional service and cost-effective solutions by leveraging our unique local macroinvertebrate expertise with support from our national network of statistical and database management specialists. Should you have any questions regarding our qualifications submittal, please give Cody Luebbering or me a call at (573) 443-4100.

Sincerely,



Nick Muenks
Senior Scientist



Cody Luebbering
Project Scientist

Attachment: Statement of Qualifications for an Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

STATEMENT OF QUALIFICATIONS FOR AN

Environmental Analysis Study: Hinkson Creek Aquatic Macroinvertebrate Data Mining Project

RSQ #05-17Apr19 | Due 2:00 pm, April 17, 2019

Prepared by

Geosyntec 
consultants

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

Contact: Cody Luebbering
cluebbering@geosyntec.com
(573) 443-4100

Prepared for



Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201

Contact: Liz Palazzolo
Senior Buyer



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

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Appendix E – Registration and Licensing and Insurance Certificates

Appendix F – 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

Since 1998, when Hinkson Creek was placed on the Clean Water Act 303(d) list for unknown pollutants, numerous investigators have conducted considerable monitoring of water quality and the macroinvertebrate community. Despite this effort, identification of the stressors and their relative impacts to Hinkson creek have still not been established to everyone's satisfaction. In 2012, the Collaborative Adaptive Management (CAM) group was formed to implement a science-based approach to assess the entire stream system and identify the most effective approaches to improve water quality and fully support a biological community. The group consists of experts from local, state, and federal agencies as well as academia.

The three joint municipal separate storm sewer system (MS4) permit holders in the watershed - the City of Columbia, Boone County, and the University of Missouri - agreed with United States Environmental Protection Agency (U.S. EPA) and the Missouri Department of Natural Resources (MDNR) to use the CAM to help identify approaches to address water quality concerns in Hinkson Creek. Their decision to investigate stressors to the aquatic community in a systematic manner is one of the outcomes of the CAM process. This is required to inform specific actions and appropriate expenditures to mitigate impairments within the Hinkson Creek watershed. To this end, the Request for Statement of Qualification (RSQ # 05-17APR19) is seeking to fund a comprehensive investigation (data mining project) into the large set of macroinvertebrate and water quality data collected over the last 20 years. Data will be evaluated systematically and in a scientifically defensible manner to determine where and what impairments exist and their relative importance to the watershed.

Geosyntec is known for its problem-solving capabilities in a wide variety of environmental areas including water quality, biological assessment, total maximum daily loads (TMDLs), and regulatory support. As outlined in this RSQ, Geosyntec has the experience and capacity to



Cody and Nick conducting aquatic community bioassessments on Sni-A-Bar Creek in Blue Springs, Missouri.

detangle complex and sensitive environmental issues with water quality stressors and biological response. Our aquatic biologists, water quality specialists, statisticians, and database specialists will complete the performed tasks outlined in the RSQ to the satisfaction of the client. Our local presence and familiarity with the Hinkson Creek watershed and the issues affecting the CAM Partners makes us the logical choice to pursue this work. Many of the key personnel for Geosyntec have spent years participating in this important issue from all aspects including data collection, analysis, and interpretation, to

workgroup participation, and providing public comments for the CAM Partners.



1.1. How Boone County Benefits from Selecting Geosyntec

For this project, Geosyntec offers Boone County a depth of local technical expertise that other firms do not have combined with nationally-recognized expertise. These characteristics, coupled with the strength of our project management and quality assurance systems, allow Geosyntec to understand the needs of the local watershed and its stakeholders and bring to bear the best practices in a manner to meet project objectives.

Geosyntec's local staff have extensive experience within Hinkson Creek and surrounding watersheds.

Multiple team members (Randy Crawford and Sam McCord) were involved in the Hinkson Creek data collection efforts prior to the TMDL issuance. In addition, Geosyntec personnel were actively involved in the development of the statewide Wadeable/Perennial Missouri Stream Condition Index (MSCI) criteria for aquatic macroinvertebrates (Randy Crawford).

Personnel performing the Hinkson Creek macroinvertebrate data mining are local and intimately familiar with the Hinkson Creek watershed and the reference stream approach. This will be extremely beneficial to the CAM Partners over the course of the data mining process. Being an

<p>Local</p>	<ul style="list-style-type: none"> • Worked on Hinkson Creek watershed projects • Familiar with Boone County objectives • Actively engaged in CAM • Relationships with regulators • Timely responsiveness
<p>National</p>	<ul style="list-style-type: none"> • Part of ASCE/USEPA Urban Stormwater BMP team • Water Environment Federation leadership • Academic research affiliations • Unique collaboration across offices
<p>Quality</p>	<ul style="list-style-type: none"> • QAPP development & guidance • Internal QA/QC plans • Better than industry average safety record

active participant in the CAM process and the ability to attend meetings in person to discuss technical findings with members of the Science, Action and Stakeholder Teams will allow the CAM Partners to stay engaged and make proactive management decisions. Our proximity to Boone County, Hinkson Creek, and the CAM Partners eliminates the need for extraneous travel expenses, allowing for a more cost-effective project.

Geosyntec has the technical expertise to develop and provide assessment tools including a public database with visual graphics of results immediately after metrics have been run at the request of the County, in conjunction with the local presence to have technical

presentations/discussion with the CAM Partners. Our team possesses the skills to identify stressor(s) through recognized and innovative statistical tests and also recommend management alternatives for preserving and enhancing aquatic macroinvertebrate communities in Hinkson Creek.

Geosyntec is an active participant in the CAM process. We have a fundamental understanding/knowledge of the CAM Partners' past and ongoing investments in preserving and restoring the Hinkson Creek aquatic macroinvertebrate community.



Further, as a national leader in urban stormwater management with intimate knowledge of local challenges facing the Hinkson Creek watershed, Geosyntec is best positioned to deliver effective, high-quality services to the County. To meet the goals and objectives of the project, local Geosyntec professionals will consult with in-house, nationally recognized stormwater management experts who will provide support for the duration of the project.

The expertise of our project team, combined with the experience gained working with CAM Partners on projects such as the Hinkson Creek TMDL Evaluation, Hinkson Creek Urban Retrofit Project, University of Missouri Stormwater Master Plan, Hinkson Creek Bacteria Assessment, and the City of Columbia's Integrated Plan, will ensure a level of service that is second to none. Furthermore, our extensive quality assurance planning and regulatory experience will allow us to develop a project approach that will help ensure a clear path for successfully achieving the County's objectives. Finally, our local presence and experience working for the County and CAM Partners will facilitate collaboration and will allow us to quickly respond to any project challenges that may occur.



Backwater conditions in Hinkson Creek near Perche Creek confluence during the summer of 2015.

For ease of reviewing the remainder of this Statement of Qualifications (SOQ), the table below lists the required sections provided in the RSQ and cross-references with the applicable Geosyntec SOQ section.

RSQ Statement of Qualifications Sections versus Geosyntec's Statement of Qualifications Sections		
RSQ Section Order	Section Name	Applicable Geosyntec SOQ Section
	Introduction	Section 1
1	Company History/Business Information	Section 2
2	Work History	Section 5
3	Vendor's References	Section 5.2 and 5.3
4	Personnel Expertise/Staff Information	Section 3
5	Registration and Licensing	Section 4
6	Insurance	Section 4.2
7	Project Listing	Section 5.4
8	Subcontractors	Sections 3 and 6
9	Quality Controls	Section 7
10	Approach to Completing the Scope of Work	Section 8



Section 2 – Company History/Business Information

2.1 Description of Geosyntec Consultants, Inc.

Geosyntec Consultants is a leading consulting and engineering family of companies with over 1,200 practitioners and professionals that operates over 80 offices throughout the United States



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

and at select locations in Australia, Canada, Ireland, and the United Kingdom. The Jefferson City, Missouri Geosyntec office is staffed by professionals specifically experienced in providing environmental services related to water quality, aquatic habitats, aquatic macroinvertebrates, and the regulatory breadth requested by Boone County. In addition, the local office has access to over 80 environmental professionals in the Midwest, and leading experts in environmental technologies and emerging contaminants across the United States. Our high-value services, first-to-field deployment of emerging technologies, and innovative solutions address new ventures and complex challenges

involving our environment, natural resources, and infrastructure for our private and public sector clients.

For over 30 years, we have grown based on the application of sustainability principles to projects involving environmental contamination studies and remediation; water and natural resources assessment and restoration; 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)	209 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 1,200+ employees.	

2.2 Specialized Experience

Geosyntec provides specialized aquatic macroinvertebrate studies to local, Missouri, and national clients from our Jefferson City, Missouri office. Our proximity to Boone County and Hinkson Creek allows us to respond quickly and cost effectively to requests for meetings or site visits.



2.2.1 Geosyntec's Background in Performing Aquatic Macroinvertebrate Studies

The objective of the 1972 Clean Water Act was to restore and maintain the chemical, physical, and biological integrity of the nation's waters. Aquatic biological assessments provide a mechanism for directly assessing the biological integrity of waters in Missouri. Traditional chemical monitoring methods alone are frequently ineffective and can be very expensive when characterizing instream impacts from certain types of pollution, particularly very diffuse nonpoint source pollution. Chemical monitoring is also ineffective in detecting problems that result in physical rather than chemical changes in the stream or riparian environment. Biological monitoring can be a more comprehensive way to monitor these types of problems. Determining whether there is evidence of biological impact requires a thorough understanding of biotic communities and how they vary spatially, temporally, geographically, and respond to various stressors.



Kaylin performing aquatic macroinvertebrate monitoring of a riverine system in Central Missouri.

Geosyntec is an established leader among water quality consulting firms in Missouri, the Midwest, and nationwide. We

have a diverse project base that includes extensive water quality and bioassessment monitoring and modeling efforts. Unique features of our firm include:

- Geosyntec is currently performing a 40-year aquatic bioassessment study that utilizes MDNR bioassessment protocols for Ameren U.E. as part of their Bagnell Dam relicensing agreement.
- Key Geosyntec staff assisted in development of MDNR bioassessment procedures.
- Geosyntec helped establish the use of state-of-the-art monitoring equipment to characterize stormwater runoff at over 50 monitoring stations in northern Missouri.
- Geosyntec has performed Aquatic Life Use Attainability Analyses using MDNR bioassessment protocols and Missouri Department of Conservation (MDC) Resource Assessment and Monitoring (RAM) program habitat assessment protocols to assist the departments in evaluating the appropriate classifications for small streams in Missouri.
- Geosyntec conducted a multi-year water quality and aquatic bioassessment study utilizing MDNR bioassessment and RAM protocols in Sni-A-Bar Creek as part of site-specific dissolved oxygen criteria development for the City of Blue Springs.
- Geosyntec conducted a multi-year water quality and aquatic bioassessment study utilizing MDNR bioassessment protocols in the Missouri Boot Heel as



Low flow conditions in Hinkson Creek near Perche Creek confluence during the Fall of 2015.



part of site-specific dissolved oxygen criteria development for the City of Poplar Bluff.

- Geosyntec conducted a multi-year water quality, aquatic bioassessment and a series of Whole Effluent Toxicity tests to demonstrate chloride and sulfate criteria are overly conservative for a power plant cooling water discharge in Southwest Missouri. Data collected were used in the development of site-specific criteria for chloride and sulfate for submittal to MDNR.

Geosyntec recognizes that water quality concerns will continue to play a prominent role in directing smart growth and land use. We are an active stakeholder participating widely in the regulations and policy development process. With our technical skills sharpened, we look forward to meeting new challenges as the demands for dependable and useful water quality data increase.

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

Geosyntec's core team of biologists are based less than 30 miles from the Hinkson Creek watershed in Jefferson City, Missouri. We have an inherent familiarity with the Hinkson Creek watershed that very few others can match. For many years we have provided the City of Columbia, Boone County, and the University of Missouri with a variety of services related to water quality, aquatic bioassessment and regulatory guidance. Since 2008, Geosyntec has provided several services directly related to Hinkson Creek including:

Geosyntec's core team is comprised of local scientists, who know and understand the issues facing Hinkson Creek.

Hinkson Creek Total Maximum Daily Load Comments – In 2009, at the request of the City of Columbia, Geosyntec provided comments on the draft of the Hinkson Creek TMDL. The draft TMDL had a target runoff volume reduction of 68% and while the City has been proactively including runoff reduction measures in many of their projects, the target runoff reductions were not feasible and extremely costly.

Hinkson Creek Total Maximum Daily Load Comments - In 2010, Geosyntec compiled and provided comments to the MDNR relative to the Hinkson Creek TMDL. An MS4 permit is jointly held by the City of Columbia, Missouri, Boone County, and the University of Missouri (MS4 Partners). At the request of the MS4 Partners, Geosyntec conducted a third-party technical review of the methods and approaches used in developing the TMDL. The memorandum conveyed conclusions and specific comments identified during our review. Where it was possible, we suggested approaches that may improve the usefulness or defensibility of TMDL elements.



Cody collecting a discharge measurement associated with urban stream aquatic macroinvertebrate community sampling in Kansas City, Missouri.



Watershed Monitoring to Assess Stormwater Best Management Practices

– Boone County embarked on a multi-year study of the Hinkson Creek watershed to assess changes in runoff volume and water quality to quantify the results of implementing retrofit structural best management practices (BMPs). Geosyntec provided quality assurance project plan (QAPP) development support, field sampling training, sampling oversight and sampling technical support to Boone County at industrial and residential urban retrofit sites during this project.



Hinkson Creek at Broadway Blvd. road crossing in Columbia, Missouri during the Summer of 2015.

The Hinkson Creek watershed management study was one of the first in-depth assessments conducted in Missouri that evaluated the efficacy of the ‘volume control’ approach to developing TMDLs. Data collected from industrial and residential retrofit BMPs indicate properly sized and maintained BMPs can reduce total and peak runoff volumes and also reduce other pollutants (e.g., metals) associated with industrial sites. Information gained from these studies help advance urban stormwater initiatives and further enable local watershed managers to develop effective management strategies.

Bacteria Assessment of Hinkson Creek, University of Missouri, City of Columbia, and Boone County, Missouri

– The MS4 Partners retained Geosyntec to develop a monitoring approach and QAPP to characterize bacteria levels throughout Hinkson Creek and its tributaries, identify potential sources, and support Hinkson Creek de-listing efforts, if supported by water quality data.



Geosyntec collecting a discharge measurement in Hinkson Creek near Twin Lakes Recreation Area.

Geosyntec prepared a QAPP that defined the study objectives, methods, and quality assurance procedures and measures to guide monitoring efforts. Geosyntec considered relevant Hinkson Creek watershed information and collected bacteria and other water quality data on a bi-weekly basis from 11 sites over the course of the 2015 recreation season. Bacteria and water quality data were compiled into a database and analyzed against applicable water quality standards. Geosyntec worked with University of Missouri, the City of Columbia, and Boone County to analyze and interpret the data collected during 2015.

City of Columbia Integrated Management Plan – Geosyntec was part of a team to develop the City’s Integrated Management Plan (IMP) for stormwater and wastewater. Geosyntec’s primary tasks were to develop a technical memorandum of the surface water quality and biological conditions of lakes and streams in the City and compare them to Missouri’s applicable water quality standards, support development of the IMP framework, assist with wastewater and stormwater management concerns, and develop a technical memorandum of the financial capability of the city’s ratepayers.



2.2.3 Geosyntec's Experience with Hinkson Creek

Hinkson Creek is located within a mixed (rural and urban) land use watershed in Boone County, Missouri. In 1998, 11 miles (waterbody IDs 1007.00 and 1008.00) of Hinkson Creek were placed on the 303(d) list for failing to fully support an aquatic macroinvertebrate community from an unspecified pollutant. The original source of impairment was listed as “urban non-point lagoon runoff”, however, the source was later changed to “non-point source and urban non-point sources”. In 2011, the Environmental Protection Agency (EPA) developed and issued a TMDL for an unspecified pollutant to address the 12.3-mile aquatic life impaired segment of Hinkson Creek.

Geosyntec led the strategy and development of the current Hinkson Creek macroinvertebrate monitoring plan.

Neither EPA nor MDNR had identified any sole contaminant, therefore, the Parties (EPA, MDNR, County of Boone, City of Columbia, University of Missouri) agreed to implement a CAM approach to collaboratively examine potential actions and improve water quality in Hinkson Creek with the goal of achieving compliance with Missouri’s water quality standard. From 2012 to 2017, MDNR conducted annual Spring and Fall macroinvertebrate sampling at 11 designated stations in Hinkson Creek and a surrounding control stream. Most recent (2012-2017) MSCI data for Hinkson Creek indicate a spatial and temporal variable macroinvertebrate community that has sometimes demonstrated a fully supporting community. The MSCI data, however, remain slightly below the long-term target established by the biological reference streams.

Geosyntec is inherently familiar with Hinkson Creek and the watershed as demonstrated by the projects previously listed. Geosyntec also lead the development the 11-station macroinvertebrate sampling plan for Boone County which was later performed by MDNR from 2012 to 2017 on Hinkson Creek.



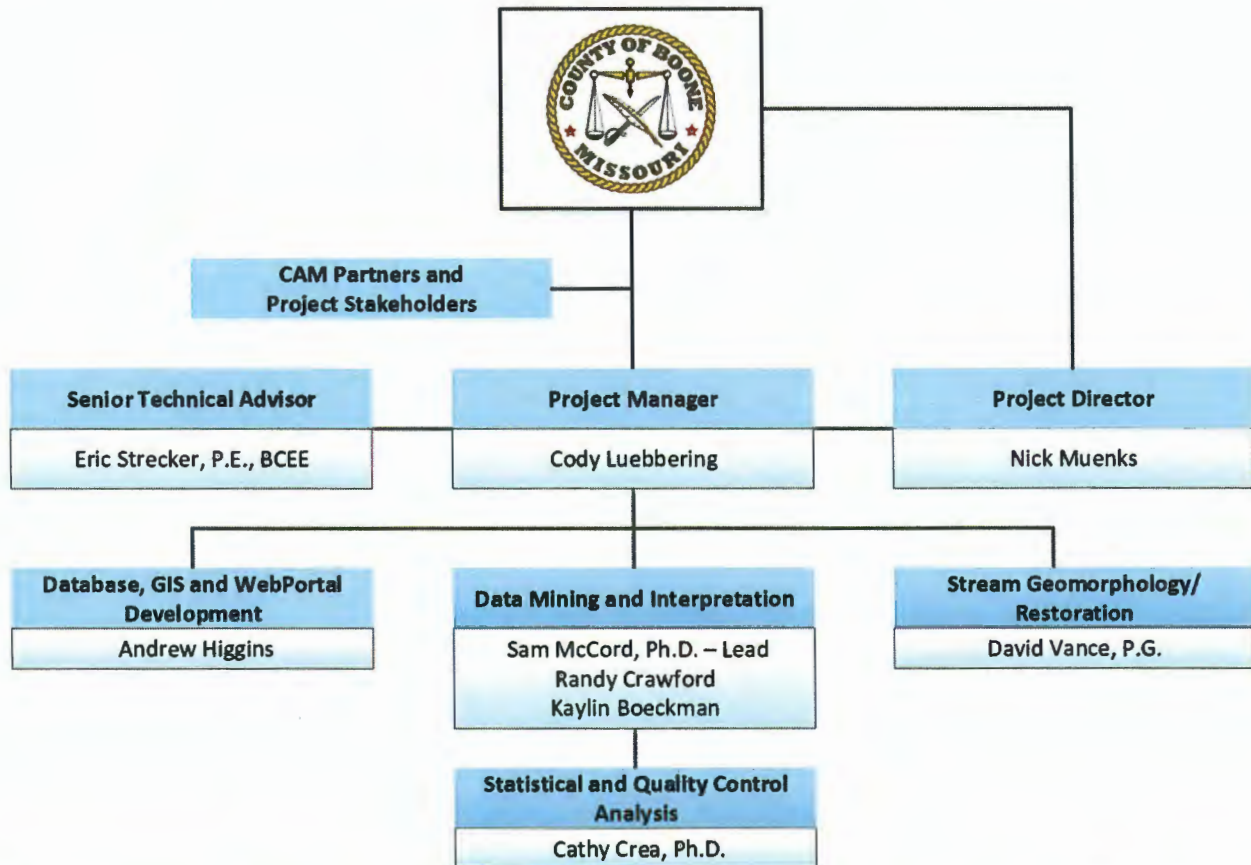
Section 3 – Geosyntec Staff Information

3.1 The Geosyntec Project Team

The Geosyntec Project Team has been assembled to provide Boone 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 director, project manager, and technical macroinvertebrate personnel are located in the Jefferson City, Missouri office, which provides Boone County and the CAM Partners prompt and cost-effective access to our team for critical project meetings.

The project organization chart is presented below. This team brings local and national experts together to successfully complete Boone County’s Hinkson Creek Macroinvertebrate Data Mining Project. Nick Muenks will serve as Project Director and will make available all the resources needed to successfully implement the project. Our Project Manager, Cody Luebbering, will have the ultimate accountability to, and be the primary point of contact for, the Boone County team and the CAM Partners. Local technical experts, Dr. McCord and Randy Crawford, will lead the data mining and macroinvertebrate community data analyses. Our local project team will also 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.

Proposed Project Organization





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 possesses a wealth of technical expertise (via experience and education) in the following key areas that are essential to providing quality environmental services: aquatic chemistry, biology, fisheries and wildlife, statistics, watershed modeling, environmental engineering, geology/hydrogeology, database management; 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.

3.1.1 Proposed Key Project Team Members and Experience

Brief biographies of the key roles and the individuals assigned to them are presented below. Detailed resumes for key individuals and related work histories are presented in **Appendix B**.

Nick Muenks – Project Director



Nick Muenks will serve as Project Director. Nick has 18 years of experience addressing a diverse range of water quality issues to municipal, utility and industrial clientele throughout Missouri and the Midwest. He has been involved with numerous projects to characterize water quality, quantity, and BMPs in the Hinkson Creek, Perche Creek, Gans Creek, and other watersheds surrounding the Columbia area. 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 hydrologic modifications (e.g. hydroelectric facilities) to aquatic communities. As Project Director, Mr. Muenks will assure the project team fulfills its commitment to Boone County and their partners.

Cody Luebbering – Project Manager



Cody Luebbering will serve as the Project Manager. He has more than 13 years of experience performing aquatic bioassessments and water quality/quantity monitoring for state and federal agencies and private sector clients. He's been involved with a suite of aquatic biological disciplines in Missouri including long-term aquatic macroinvertebrate monitoring and data analysis of a riverine system, fish community assessments and indices of biotic integrity, freshwater mussel relocation, and endangered fish species protection and recovery. Cody has been an active member in the Hinkson Creek CAM process for several years, participating in Stakeholder, Science and Action Team meetings. He has an intimate familiarity with CAM, Hinkson Creek aquatic ecology, land uses, and the unique geology of the Hinkson Creek watershed. Prior to joining Geosyntec, Mr. Luebbering served the MDC and United States Fish and Wildlife Service. There, Mr. Luebbering participated and lead aquatic biological community monitoring on the Missouri River for fish community studies and



pallid sturgeon recovery and wadeable/perennial streams fish community assessments throughout Missouri.

Sam McCord, Ph.D. – Macroinvertebrate Technical Lead



Samuel McCord, Ph.D. will serve as the project's lead aquatic macroinvertebrate specialist. Dr. McCord has extensive experience as a researcher of aquatic systems, including 30 years of experience performing field surveys, laboratory analyses of fish and macroinvertebrate samples, data summarization/statistical analyses, and report preparation. He has managed multi-year projects covering large geographical areas and have managed staff and materials to complete the projects on time and on budget. Dr. McCord is familiar with the steps taken in development and application of biological criteria for several states including Missouri. As an aquatic biologist for the MDNR Environmental Services Program (ESP) from 1999 – 2002 he was an integral part of the Hinkson Creek work performed during that period. As part of the ESP (State Environmental Laboratory) he was a member of a team that collected and processed samples used to develop biological community-based biological criteria for the state of Missouri. He left the department to earn his Ph.D. in Aquatic Macroinvertebrate Ecology and is now serving as the project's technical macroinvertebrate specialist. He has performed numerous studies focused on human disturbance and stream macroinvertebrate community responses.

Randy Crawford – Macroinvertebrate/Toxicology Specialist



Mr. Crawford brings over 40 years of experience conducting and managing biological and water quality assessments throughout Missouri and the Midwest. He has extensive experience with Hinkson Creek and provides unique aquatic species toxicological experience critical to the evaluation of potential stressors to the Hinkson Creek macroinvertebrate communities. Mr. Crawford joined Geosyntec in 2007 where he focused on project involving aquatic biological assessment, water quality and aquatic species toxicity. Prior to joining Geosyntec, Mr. Crawford was Supervisor, Water Quality Monitoring Section, MDNR, where he was responsible for overseeing the activities and personnel of a Section that provides sampling and analytical support for various programs within the department as well as technical assistance to other agencies and organizations outside of the department. Activities of the Section included overseeing the development of biological criteria for perennial wadable streams in Missouri using aquatic macroinvertebrates and applying these techniques to a wide variety of water quality issues including Hinkson Creek. The protocols and Standard Operating Procedures for macroinvertebrate monitoring and assessment were developed within the Section that he supervised and under his guidance. Much of the data collected on Hinkson Creek since the year 2000 were collected during his tenure with MDNR. Other activities included water quality investigations of lakes and streams, fish tissue contaminants, technical assistance for whole-effluent toxicity testing and toxicity identification evaluations.



Eric Strecker P.E. – Senior Technical Advisor



Eric Strecker, P.E., is a registered engineer and will serve as a technical advisor to the project team. Mr. Strecker has over 35 years of experience focusing on the design, monitoring and evaluation of stormwater BMPs, development and evaluation of watershed plans (i.e. TMDLs), and the overall assessment and management of aquatic resources. Mr. Strecker is familiar with the Hinkson Creek through his engagement in review of the Hinkson Creek TMDL and the development of the University of Missouri Stormwater Master Plan. He has a background in aquatic ecosystem stressors and is currently involved in nationwide studies related to highway runoff, chloride-based de-icing materials,

and BMPs to control them.

Cathy Crea Ph.D. – Ecological Statistician



Cathy Crea, Ph.D., will provide statistical oversight, quality control and database support for the project team. Dr. Crea has more than 10 years of professional experience at Geosyntec where she is one of the lead statistical experts within the firm providing technical guidance on a variety of interdisciplinary projects. She specializes in temporal and spatial analyses, experimental design in support of applied research projects, development of statistical data analysis tools, and development/management of comprehensive environmental information management systems. Other

focuses include the implementation of cutting-edge statistical methods for the handling and analysis of environmental data.

David Vance P.G. – Aquatic Ecosystem Habitat/Restoration Advisor



Mr. Vance will serve as technical lead in ecosystem assessment/restoration. He has over 14 years of experience throughout the U.S. in natural resources consulting focused on the interdisciplinary application of river science (applied fluvial geomorphology) to geomorphic and physical process characterization, fate and transport of sediment, and design of solutions to restore or stabilize stream and river systems, especially in watersheds where natural flow regimes have been altered by urbanization, diversion, and/or damming. His practice in fluvial geomorphology has centered around a process driven approach to

characterize, predict and restore/rehabilitate the negative consequences of fluvial channel system evolution, whether mitigating unstable stream system evolution processes, providing sustainable infrastructure protection, and/or creating functional aquatic and riparian habitat. Mr. Vance will provide support for analysis and interpretation of the Hinkson Creek physical data and its influence on the aquatic ecosystem.



Andrew Higgins – Data Management Specialist



Mr. Higgins is a data management specialist who supports various environmental assessment/remediation and construction projects and infrastructure tracking and reporting projects throughout the United States and Canada. His work has focused on developing and implementing automated data workflows and visualization involving temporal, spatial and non-spatial data sets; presenting data in 2-, 3- and 4-Dimensions; and custom electronic reporting solutions. Mr. Higgins is a database and GIS expert, proficient in Microsoft SQL Server, ESRI ArcGIS/ArcGIS Server, Geocortex Essentials, and many other tools and software packages. Mr. Higgins will lead the database, visualization (public, web accessible data) and assessment tool development for the project.

Kaylin Boeckman – Aquatic Ecologist



Kaylin Boeckman is an aquatic ecologist with nine years of experience working in aquatic systems. She is proficient in MDNR aquatic macroinvertebrate stream assessments and water quality monitoring. Ms. Boeckman has extensive experience surveying aquatic ecosystems and has worked in a variety of freshwater systems including headwater streams, mountain lakes, and impounded rivers. While completing her Masters in Watershed Science at Murray State University, her research investigated beaver pond food webs in a degraded Colorado stream. She has experience in the management and analysis of macroinvertebrate and water quality databases from long-term studies. During her time with the Missouri Department of Conservation, she trained volunteer water quality monitors on state-approved water quality sampling and macroinvertebrate collection techniques. As a Senior Staff Scientist with Geosyntec, Ms. Boeckman approaches water quality investigations with custom data management and analysis solutions to best serve client goals.



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

Geosyntec Project Team Name/Role	Years of Experience	Missouri Macroinvertebrate Protocols and Collection	Hinkson Creek Macroinvertebrate Collection	Missouri Macroinvertebrate Data Analyses	Hinkson Creek Water Quality Studies	Hinkson Creek TMDL Involvement	Missouri Water Quality Standards and Biological Data	Active CAM Participant	Mixed-Land Use / Watershed Understanding	Statistical Analyses, Stressor Identification	GIS/Web-Database Integration	Stream Restoration/ Management Alternatives
Nick Muenks Project Director	18	●		●	●	●	●		●		●	
Cody Luebbering Project Manager	13	●		●	●	●	●	●	●	●		
Sam McCord Macroinvertebrate Lead	35	●	●	●	●		●		●	●		●
Randy Crawford Macroinvertebrate and Toxicology	40	●	●	●	●	●	●		●	●		
Eric Strecker Senior Advisor	35					●	●		●	●		●
Cathy Crea Statistics and Quality Control	10									●	●	
David Vance Habitat and Restoration	15								●			●
Andrew Higgins Database/Web Access	8									●	●	
Kaylin Boeckman Aquatic Ecologist	9	●		●			●		●	●	●	



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 Hinkson Creek Data Mining Project within the established timeline. The team's unique understanding/perspective of Hinkson Creek, the watershed, and macroinvertebrate community metrics along with our abilities to provide high level statistical analyses and database presentation tools provide a well-balanced approach to efficiently complete the requested scope. One-page resumes of the project team's qualifications and experience are provided in **Appendix B**.

KEY PERSONNEL AVAILABILITY

Key Personnel Availability	Office Location	Project Role	Next 12 Months
Nick Muenks	Jefferson City, MO	Project Director	15%
Cody Luebbering	Jefferson City, MO	Project Manager	35%
Sam McCord	Jefferson City, MO	Macroinvertebrate Technical Lead	75%
Randy Crawford	Jefferson City, MO	Macroinvertebrate/ Toxicological Specialist	75%
Eric Strecker	Portland, OR	Senior Technical Advisor	5%
Cathy Crea	Guelph, ON, Canada	Statistician and Quality Control	25%
David Vance	Kennesaw, GA	Aquatic Habitats/Restoration	15%
Andrew Higgins	Guelph, ON, Canada	Database/Web Development	25%
Kaylin Boeckman	Jefferson City, MO	Aquatic Ecologist	35%



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 E** 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 E**. 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 RSQ.

4.3 Required Forms

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

- 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 provide macroinvertebrate data analysis and web-database services. Our Jefferson City office serves a robust municipal client base in Missouri including the Cities of Columbia, Sikeston, Poplar Bluff, Bentonville (AR) and Boonville. 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
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
Ameren Missouri - Bagnell Dam	2001 - Present	Water quality and macroinvertebrate monitoring, data analysis, interpretation and regulatory compliance support

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. Full project descriptions highlighting Geosyntec's experience with macroinvertebrate community monitoring and metrics calculations and analyses related to water/habitat quality are provided in **Appendix C**. Additional project descriptions highlighting Geosyntec's work within the Hinkson Creek and surrounding watersheds are also provided in **Appendix C**.

As provided in relevant project experience and associated project descriptions provide in **Appendix C**, Geosyntec and its subcontractor have performed similar work envisioned for the Boone County Aquatic Macroinvertebrate Hinkson Creek study not only for private sector clients but also for academic institutions such as Arkansas State University. Descriptions of projects of similar scope are provided below as requested in the RSQ.



Federal Energy Regulatory Commission Licensing and Water Quality Services, Bagnell, Missouri. Ameren owns and operates the Osage Hydroelectric Project (Project) comprised of Bagnell Dam creating Lake of the Ozarks and is required by the Federal Energy Regulatory Commission (FERC) to routinely relicense the Project. Since 2001, Geosyntec and a multidisciplinary team of scientists have been working together to evaluate potential impacts from the Project's operation on water quality and the biological community downstream in the Osage River.

Geosyntec collected 5 years of continuous and discrete water quality data at monitoring stations spread across 82 miles of the Osage River and in the Lake of the Ozarks, which resulted in over 3 million data points. Data generated from these efforts were managed, analyzed and reported in Geosyntec publications for use in the FERC license application and Section 401 water quality (401) certification. Geosyntec continued to provide water quality monitoring in the Osage River at two stations identified in the license agreement and provide training to Ameren personnel to transition into conducting maintenance and data collection activities.



Kaylin and Cody conducting water quality, habitat, and macroinvertebrate community assessments of a riverine system in Central Missouri.

Geosyntec currently serves in a quality assurance and data management role for the required water quality compliance monitoring. In this role, Geosyntec prepared a QAPP and Water Quality Monitoring Plan to guide Ameren's ongoing monitoring efforts. Geosyntec reviews and validates all water quality data and prepares the necessary compliance summary reports and provides on-call technical support if monitoring system issues arise.

Geosyntec has provided 12 years of macroinvertebrate sample collection, sub-sampling, and data analysis services to support Ameren's FERC license and 401 certification. Sampling is conducted

Geosyntec analyzed eleven years of macroinvertebrate data to assess ecological and anthropogenic influences on community metrics and trends in the Osage River.

on the Osage River each fall at two monitoring reaches associated with mussel habitats established during relicensing efforts. Sampling is conducted according to MDNRs' protocols as modified by the license agreement. Geosyntec prepares an annual report which details comparative community

metrics, composition, presence/absence in each monitoring reach, and trends in macroinvertebrate indicator metrics over the project. This report presents biological compliance metrics and aquatic community trends in the Osage River downstream of the Project. Geosyntec also conducted additional macroinvertebrate and habitat analyses to assess ecological and anthropogenic influences on community metrics and trends.



Aquatic Community Bioassessment in Support of TMDL Activities, Bentonville, Arkansas.

The City of Bentonville's 4.0 million gallons per day (MGD) wastewater treatment plant (WWTP) discharges to Town Branch, a tributary to the Elk River. In 2007, the City completed a major plant upgrade to construct a phosphorus removal system to meet new effluent limit requirements in a National Pollutant Discharge Elimination System (NPDES) permit. The nutrient removal system was functioning as designed and permit limits were achieved. In July 2010, EPA Region 6 issued a phosphorus TMDL for Town Branch, based in part on EPA's conclusion that the biological community was impaired relative to other area streams. The new phosphorus limits required that the City meet what EPA considers to be the "limits of technology". The TMDL also placed phosphorus wasteload allocation targets on the City's stormwater runoff. These targets required significant capital investments from the City. Because the TMDL was written in the absence of recent water quality or biological data, the City and the Arkansas Department of Environmental Quality (ADEQ) submitted comments that the stream impairment was questionable and that expensive capital upgrades might not benefit water quality in Town Branch.



Artificial habitat macroinvertebrate community sampling in Northwest Arkansas.

The City retained Geosyntec to apply our technical and regulatory expertise to satisfactorily resolve the Town Branch TMDL. Working alongside the City of Bentonville management team, Geosyntec reviewed the historic technical basis of the TMDL and engaged with the ADEQ water quality assessment staff to better characterize aquatic life conditions in Town Branch. In addition to providing biological and water quality monitoring services, Geosyntec assessed the potential challenges of meeting stringent phosphorus wasteload allocation targets in municipal stormwater runoff. The project involved working closely with ADEQ staff to re-evaluate the attainment status of the creek and determine if there was a need for additional phosphorus removal.

Following an in-depth review of both the TMDL and available historical data, Geosyntec identified several significant data gaps that should be addressed to more accurately determine the water quality and biological status of Town Branch. Geosyntec developed a quality assurance project

Geosyntec's macroinvertebrate data analysis lead to a revised TMDL with achievable targets.

plan and conducted assessments of water quality and the aquatic community in Town Branch and previously identified reference streams. The assessment included collections of periphyton, continuous water levels and flows, and macroinvertebrates using multiple methods. Geosyntec's work with the City and ADEQ allowed

the state to re-issue the TMDL in 2014 using an in-stream phosphorus target that was representative of existing creek water quality, thereby avoiding the need for additional wastewater treatment plant or stormwater load reductions.

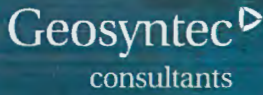


Stability of environmental reference conditions as indicated by stream macroinvertebrate communities: A case study in the central United States. (Samuel McCord and Scott Casey, Arkansas State University). To assist with making biological determinations of stream health in Missouri, macroinvertebrate community data from Missouri reference streams were assembled and analyzed. Data collected approximately 12 years apart were used to evaluate whether substantial changes in community metrics and/or taxonomic composition occurred over that period. Analysis of variance was used to test whether metrics differed between years or between other variables. Non-metric multidimensional scaling was used to examine compositional differences among samples and the environmental variables that were most associated with these differences.

Metrics primarily varied on a seasonal basis, largely reflecting life history patterns of dominant groups such as chironomids and the Ephemeroptera, Plecoptera, and Trichoptera orders. Variation between the time periods generally reflected atypically high abundance of chironomids in the spring of 1999/2000. No reduction in community quality between the earlier and later survey periods was observed. Taxonomic composition was most related to seasonal differences and to the land cover characteristics of the study sites. No long-term compositional changes were evident, but water quality variables did not clearly differ and changes in land cover were slight between the survey periods. Reference stream conditions remained as indicative of high environmental quality in the later samples as in the earlier samples.

Effects of Silviculture Using Best Management Practices on Stream Macroinvertebrate Communities in Three Ecoregions of Arkansas USA. (Samuel McCord, Richard Grippio, and Dennis Eagle, Arkansas State University). Aquatic macroinvertebrate assemblages in six Arkansas low-order streams across three ecoregions were examined to evaluate the impact of silviculture BMPs. Samples were taken at locations above and below silviculture sites using BMPs and were compared in winter and spring for 1 year prior to logging and 2 years after treatments. BMP implementation at all sites scored between 89 and 100% in compliance assessments using state BMP guidelines. Deficiencies were generally limited to engineering controls designed to prevent soil erosion.

Despite the BMP deficiencies, no clear evidence of sedimentation was observed in any of the study streams. Water quality variables were similar between sites upstream and downstream of the harvests in all survey periods. Analysis of variance did not indicate reduced taxonomic richness that could clearly be attributed to silviculture operations but did reveal several significant differences in relative abundance variables that could be associated with negative impacts, primarily at a single site. Euclidean distance indicated that macroinvertebrate assemblage similarity between reference and treatment stations decreased after treatments at two additional study sites. At most sites, however, there was not an assemblage shift from organisms using coarse particulate organic matter as the primary food source to those using fine particulate organic matter downstream of the harvests. The results indicated that BMPs were moderately to strongly effective in protecting water quality and biological integrity in five of the six study streams.



5.2 Select Client References for Similar Work

Phil Thompson, P.E.
Director of Operations
Bagnell Dam Hydroelectric Generating Facility
617 River Rd
Lake Ozark, MO 65049
(573) 365-9201

Services Provided: Water quality and macroinvertebrate monitoring, data analysis, interpretation and regulatory compliance support related to Ameren’s FERC license and MDNR 401 Water Quality Certification.

Mike Bender, P.E.
Director of Public Works for the
City of Bentonville Arkansas
117 West Central Avenue
Bentonville, Arkansas 72712
(479) 271-6873

Services Provided: Aquatic community bioassessment and data analysis in support of TMDL negotiations.

5.3 Hinkson Creek Watershed Area Client References

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.

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.

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:		Water Quality Monitoring and/or Analysis	Macroinvertebrate Collection and Analysis	Database Development	Boone County Watersheds	QAPP Development	TMDL Implementation
Project Name	Client						
Hinkson Creek TMDL Technical Support Services	Boone County, MO, City of Columbia, MO and University of MO		●		●		●
Stormwater Master Plan*	University of Missouri		●	●	●		●
Bagnell Dam Water Quality and Macroinvertebrate Monitoring and Analysis*	Ameren Missouri	●	●	●		●	
Hinkson Creek Urban Retrofit BMP Study*	Boone County, MO, City of Columbia, MO and University of MO		●	●	●	●	●
Hinkson Creek Bacteria Assessment*	University of Missouri, City of Columbia, MO and Boone County, MO		●	●	●	●	●
Columbia Integrated Management Plan for Wastewater and Stormwater	City of Columbia, HDR	●		●	●		●
Aquatic Community Bioassessment in Support of TMDL Activities*	Bentonville, AR	●	●	●		●	●
Site-specific Dissolved Oxygen Criteria Development*	City of Blue Springs, MO	●	●	●		●	
Site-specific Chloride Criteria Development*	Confidential Southwest Missouri Power Plant	●	●	●		●	
Biological Assessments for KC SUD*	Kansas City Stormwater Utility Division, Kansas City, MO	●	●	●		●	
Phillips Tract Biological and Water Quality Assessments*	Phillips Tract Development, Allstate Consultants	●	●	●	●	●	
Two Mile Prairie Stream Evaluation	University of Missouri, US EPA	●		●	●	●	
St. Louis Water Quality Monitoring and Analysis	Metropolitan St. Louis Sewer District	●		●	●	●	●
Stability of Environmental Reference Conditions as Indicated by Stream Macroinvertebrate Communities**	Arkansas State University	●	●	●		●	
Effects of Silviculture Using Best Management Practices on Stream Macroinvertebrate Communities**	Arkansas Soil and Water Conservation Commission and USEPA	●	●	●		●	
Effects of Catastrophic Flood and Debris Flow on Aquatic Biology on the East Fork Black and Black Rivers**	Ameren Missouri	●	●	●		●	

*Detailed Project Descriptions are included in Appendix C.

**Denotes projects completed by Dr. McCord.



Section 6 – Subcontractors, Their Roles and Qualifications

Geosyntec has engaged Sam McCord, Ph.D. to serve as the Lead aquatic macroinvertebrate Scientist. Dr. McCord is an integral part of Geosyntec's team and as such we have provided further discussion of his primary role and qualifications along with his familiarity with the Hinkson Creek, the watershed, MDNR macroinvertebrate procedures, and familiarity with the CAM. This information is discussed in **Sections 3 and 5** and his resume in **Appendix B**.



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.



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

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

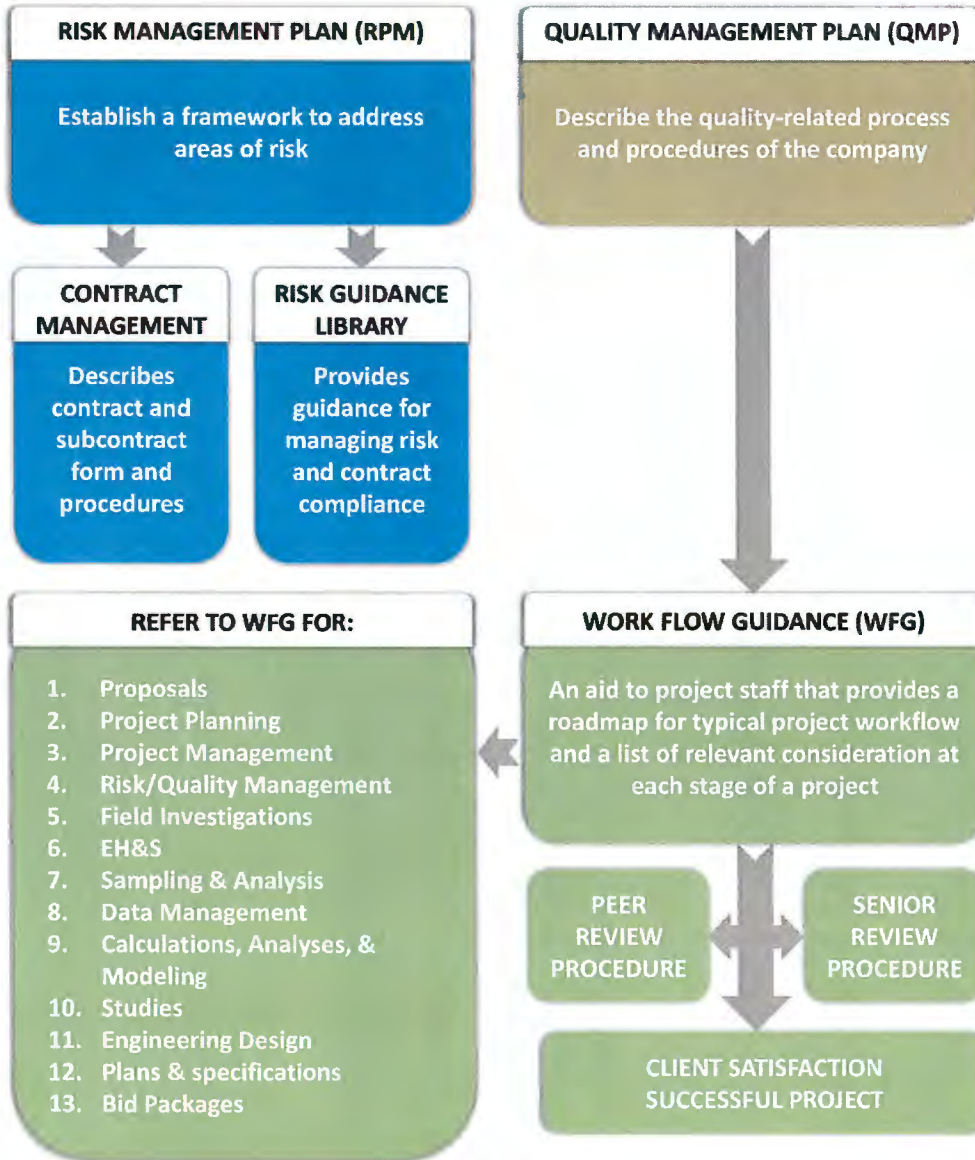
Work product review procedures are important quality control measures that are implemented company-wide for all project deliverables. Document review consists of a tiered review process established under formal company procedures.

- 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 – Approach to Completing the Scope of Work



Randy and staff performing aquatic macroinvertebrate assessments in Northwest Arkansas.

Many studies have demonstrated that human stressors negatively impact aquatic communities. A structured assessment of the relationship between stressors and stream quality is, however, essential to quantify these relationships in Hinkson Creek. This will allow for appropriate identification and targeted implementation of remediation efforts.

In performing these assessments, EPA's "Stressor Identification Guidance Document (2000) states that all candidate stressors should be evaluated using elimination techniques, diagnostic protocols, and strength of evidence analyses. An example of the

stepwise approach to stressor identification was conducted by Poulton et al. (2007) to evaluate streams in the Kansas City area. Geosyntec proposes to incorporate this approach into our macroinvertebrate data evaluation services to the Boone County Resource Management Department's Hinkson Creek Aquatic Macroinvertebrate Data Mining Project. These services will complement the extensive and ongoing aquatic macroinvertebrate monitoring and assessment efforts on Hinkson Creek and will assist the Hinkson Creek CAM process in the computation and interpretation of macroinvertebrate community-level indicators collected at stream sites within the Hinkson Creek watershed between the years 2001 and 2017. The data currently resides within the MDNR publicly available database for water body IDs 1007.00 and 1008.00 (Hinkson Creek, Boone County, Missouri) which Geosyntec has reviewed. The objective of these services will be to diagnose stressors causing aquatic life impairment in Hinkson Creek through a variety of metrics to include those requested by the CAM work group (**Appendix D**). The following proposed scope of services outlines the project objectives and tasks to be performed.

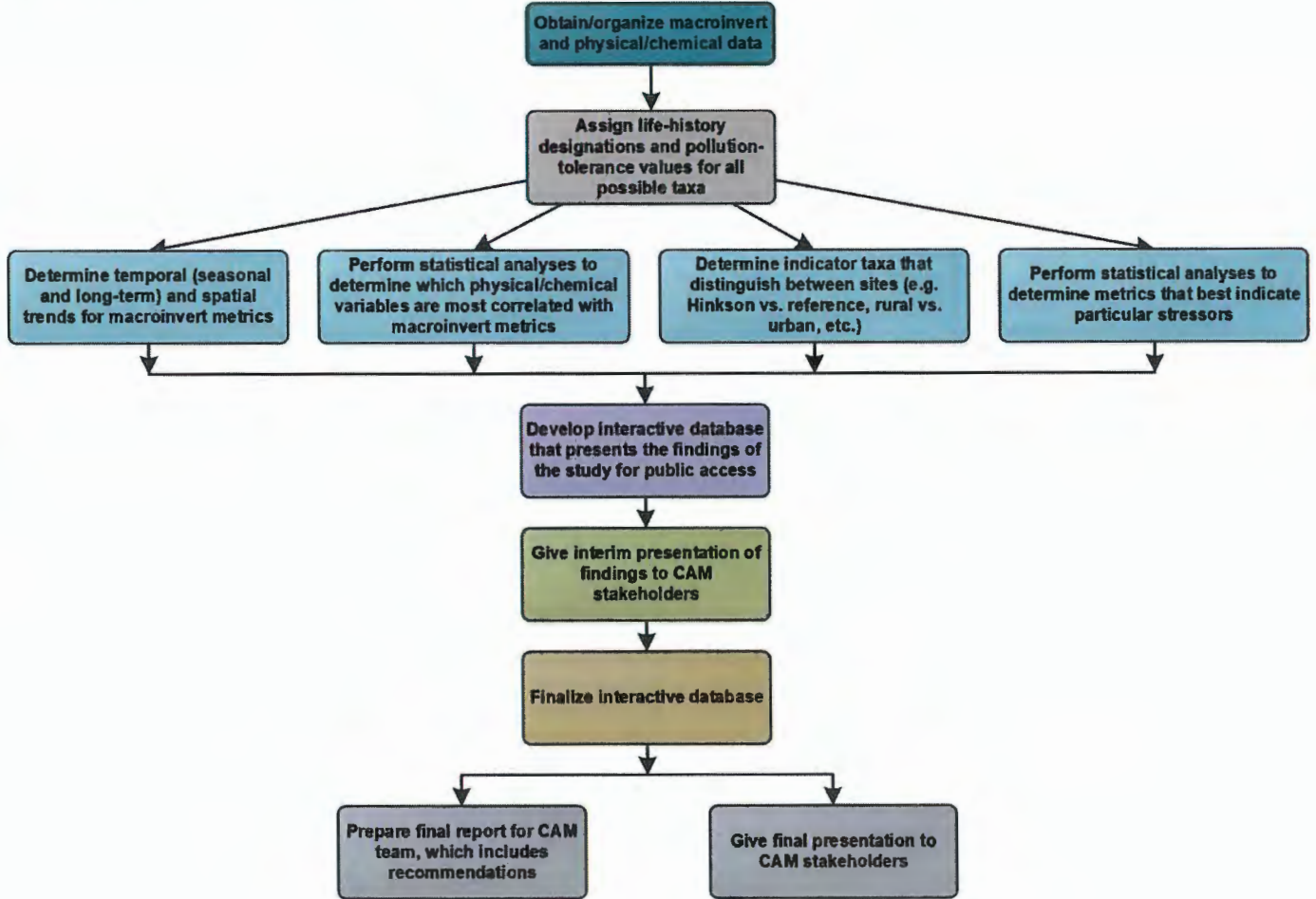
Geosyntec already knows the Hinkson Creek macroinvertebrate data through our involvement with CAM and Hinkson Creek projects.

8.1 Proposed Scope of Services

A comprehensive review and analyses of the macroinvertebrate data will be performed on the Hinkson Creek and relevant reference/control stream sites to assist in the evaluation of causes for aquatic life impairment. A proposed work flow chart and detailed descriptions of the four project tasks are provided below.



Hinkson Creek Macroinvertebrate Data Analysis Proposed Work Flow Chart



Task 1. Compile Available Data

Geosyntec will compile relevant aquatic macroinvertebrate data from the existing data sets available within the MDNR aquatic macroinvertebrate database, and available water quality and habitat information. Data compiled will include data collected from the eleven (11) Hinkson Creek sites and necessary data collected from the corresponding reference (Loutre River, Boeuf Creek, Burris Fork, Moniteau Creek) and control (Bonne Femme Creek, Gans Creek Turkey Creek) sites during the period of 2001-2017. Compiled data will be relayed to Boone County in a publicly available database addressed in Task 4 below.



Task 2. Conduct Data Analyses and Stressor Evaluation

Geosyntec will evaluate the data compiled in Task 1 according to the metrics specified in **Appendix D** to identify trends and/or relationships that may influence the macroinvertebrate community at the study sites. As part of this task, Geosyntec will:

- Calculate indicator metrics to allow assessment of a variety of impairments including nutrient enrichment, sediment deposition, hydrologic stressors, trait states, and others.
- Conduct indicator macroinvertebrate species and site comparisons based on presence/absence of taxa among and between site categories such as rural versus urban, Hinkson versus reference/control sites, etc.
- Evaluate trends in overall and taxa specific metrics and indicator taxa presence/absence during the study period.



Nick collecting coarse riffle substrate macroinvertebrate samples.

Geosyntec will also evaluate other metrics as mutually agreed upon and recommended through the CAM process.

Task 3. Statistical Analyses and Interpretation of Macroinvertebrate Indicator Data

The summary statistics of the data compilation and analyses conducted in Task 1 and Task 2 will be provided with statistical comparisons among sites and groups of sites (rural versus urban, Hinkson versus reference/control, etc.) In addition, the following tools will be used to correlate variables, evaluate trends, and identify specific stressor metrics that can be useful in understanding aquatic life impairment in Hinkson Creek:

- Statistical analyses such as the nonparametric Mann-Whitney test will be used to evaluate within site differences throughout the sampling years and between site and groups of site differences during the period of sample collection.
- Correlation analysis between indicator metrics and available data from environmental variables such as water quality parameters, habitat quality scores, hydrological variables, etc.
- Time-trend analysis of metric values for individual sites and groups of sites.
- Analysis of site differences and trends for stressor-specific metrics such as deposited sediment tolerance, hydrologic alteration, nutrient loading, trait states, etc.
- Evaluation to determine the best indicator metrics for stressor identification diagnosing causes for aquatic life impairment
- Hinkson Creek sites will be categorized and grouped according to several human-influence and environmental variables such as land use patterns, stream flow, water quality, precipitation, sedimentation, and other physical stream characteristics for which enough data exists. To the extent possible, we anticipate that an ordination analysis will



be used to illuminate site groupings based on macroinvertebrate community similarity, and to identify the environmental variables that appear to be correlated to the groupings.

Task 4. Development of Assessment Tools to Aid the CAM Process

Geosyntec will develop a database that will provide a quick and user-friendly public access to the underlying data, calculated metric values, results of statistical comparisons, and evidence of stressor identification and aquatic life diagnosis. Included in these tools will be recommendations for specific management alternatives for enhancing, maintaining, and preserving the integrity of the aquatic macroinvertebrate communities in Hinkson Creek. The level of detail, functionality and supplemental cost associated with a web-based database can vary tremendously, therefore, the Project Team will work with the County to select the appropriate web-based database to meet the projects goals and objectives.

8.2 Proposed Project Schedule

Geosyntec proposes the following schedule to meet the County's deadline for the project. The team understands monthly update meetings are an integral component to the project, therefore the team is available to integrate those meetings in the regularly scheduled CAM meetings if preferred by the County.





Appendix A

Geosyntec Consultants, Inc. – Officers and Directors

Geosyntec Consultants, Inc. – Officers and Directors

Name and Title Address, City, and State	<u>Peter Zeeb, President/CEO</u> <u>289 Great Road, Suite 202, Acton, MA 01720</u>
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APPENDIX B
Resumes



CAREER SUMMARY

Mr. 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. Mr. Muenks fills key roles in local and national projects evaluating water quality impacts to aquatic biological communities. He manages numerous water quality, biological and hydrologic data collection 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 contaminated sediments and stormwater runoff and evaluation of hydrologic modifications (e.g. hydroelectric facilities) to aquatic communities.

KEY PROJECT EXPERIENCE

Specialties

- Water Quality Assessment
- Clean Water Act Compliance
- Biological Assessments
- Hydrologic Investigations
- NPDES Permitting and Compliance

Education

B.S. Biology, Lincoln University-
Jefferson City, 2000

Professional Registration

Hydrologic Technician III –
Water Quality Emphasis

FERC Licensing and 401 Water Quality Certification, Osage Project, Ameren Missouri, Osage River, Lake Ozark, Missouri. Currently serves as Project Director for the water quality studies, initiated in spring 2001, related to the FERC relicensing and ongoing Clean Water Act Section 401 water quality certification of Bagnell Dam. Mr. Muenks is responsible for directing the management and analytical support for continuous water quality data and seasonal macroinvertebrate data collection and interpretation efforts in the Osage River below Bagnell Dam. Recent project tasks included an extensive analysis of the past 10 years of macroinvertebrate data and community metrics. Other project activities included: Osage River flow and channel morphology measurements to determine suitable low flow regimes for protection of the aquatic community; forebay velocity profiles and bathymetric surveys, using acoustic instruments, for development of a computational fluid dynamics model for turbine performance evaluations as well as assessing the feasibility of fish protection structures, such as nets; and supporting/conducting fish community surveys.

Urban BMP Retrofit Performance Evaluation, Boone County Resource Management, Boone County, Missouri. Mr. Muenks served as Quality Assurance Advisor and lead technical advisor for BMP performance monitoring system design and implementation for the evaluation of urban stormwater Best Management Practice (BMP) retrofits. To meet the goals of the Hinkson Creek Total Maximum Daily Load (TMDL) and local stormwater ordinances, improved technical knowledge regarding the efficacy of stormwater best

management practices (BMPs) and low impact development (LID) was needed. The project assessed the efficacy of various retrofit BMPs for reducing stormwater quality impacts from industrial and residential sources to receiving streams in the Hinkson Creek and Perche Creek Watersheds. Results indicate properly installed and maintained retrofit BMPs can reduce peak flows and solids loading to streams in the Columbia area.

Water Quality Monitoring and Regulatory Support, Metropolitan St. Louis Sewer District (MSD), St. Louis, Missouri. Serves as project manager for regulatory and monitoring efforts to support MSD in addressing water quality impacts from sanitary sewer overflows (SSO) and combined sewer overflows (CSO) in the district. Since 2008, Mr. Muenks been involved in extensive, annual water quality monitoring studies to support St. Louis MSD in developing strategies to control contaminants entering waters in the St. Louis area. Activities include regulatory assessments (review of stream impairments, TMDL development support, criteria development support, BMP evaluations and other special studies) and extensive base flow and storm flow monitoring on urban streams and the Mississippi and Missouri Rivers.

Columbia Integrated Management Plan, City of Columbia, HDR, Columbia, Missouri. Mr. Muenks served as project manager for Geosyntec's role in assisting the City of Columbia and HDR during the development of an Integrated Management Plan (IMP). 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. Mr. Muenks managed Geosyntec's efforts; leading the characterization of existing surface water quality and leading the development of the financial capability assessment. Much of the surface water quality characterization was focused on the Hinkson Creek watershed. Geosyntec also supported the wastewater and stormwater conditions assessment, the evaluation of stormwater alternatives, and the development of the regulatory compliance approaches for the Columbia IMP.

Sni-A-Bar Variance Renewal, City of Blue Springs, Blue Springs, Missouri. Served as technical advisor and field investigator for the Sni-A-Bar Creek stream evaluation which included stream habitat evaluation, monitoring and modeling of natural dissolved oxygen regimes, determination of reach hydrogeometry and biological community assessments. Mr. Muenks supported the development of and performed in-stream continuous water quality monitoring and sampling, stream habitat characterization and stream aquatic community data collection. The study was conducted to renew the City's existing EPA-approved dissolved oxygen (DO) variance for the wastewater treatment facility (WWTF). Studies verified the WWTF is compliant of the original dissolved oxygen variance and aquatic communities met the biological criterion of the ecological drainage unit reference stream.


Specialties

- 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.

KEY PROJECT EXPERIENCE

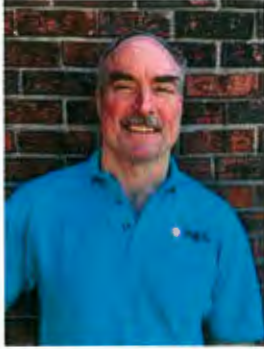
Federal Energy Regulatory Commission (FERC) Relicensing and 401 Water Quality Certification, Ameren Missouri, Bagnell, Missouri. As Project Manager, Mr. Luebbering has collected and effectively managed more than 10 years of macroinvertebrate data/community metrics collected from multiple locations in 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.

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.

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.

Site-Specific Water Quality Criteria Development for Chloride and Sulfate, Confidential Client, Southwest Missouri. Scientist. Field manager for water quality studies assisting a coal-fired power plant addressing impacts of naturally high sulfate and chloride on discharge permit conditions for cooling water. The receiving stream was on the 303(d) List of Impaired Waters for impairing aquatic life due to exceedances of instream chloride and sulfate criteria. Mr. Luebbering collected effluent water quality samples to support development of site-specific criteria modifications through Water Effect Ratios and Whole Effluent Toxicity (WET) testing. He also conducted macroinvertebrate data collection and analyses in accordance with Missouri protocols and determined the receiving stream had a fully supporting community.

Urban Stream Biological and Water Quality Monitoring Services, Stormwater Utility Division, Kansas City, Missouri. As part of the Kansas City Stormwater Utility Division compliance with their Municipal Separate Storm Sewer System (MS4) permit, water quality and habitat data must be monitored on headwater streams receiving impacts from MS4's. As field team leader, Mr. Luebbering successfully completed eight stream assessments within and adjacent to the Kansas City area. Aquatic macroinvertebrate sampling/analyses, water quality, and stream habitat assessments were conducted per Missouri Department of Natural Resources protocols. Data collected aided the ongoing effort to characterize the health and impacts of headwater streams within the Kansas City MS4 area.



Specialties

- Field Surveys
- Laboratory Analyses of Fish and Macroinvertebrate Samples
- Aquatic Biological Data Summarization/ Statistical Analyses

Education

Ph.D., Environmental Science,
Arkansas State University, May 2006

M.S., Biology, Southeast Missouri
State University, August 1986

Other Skills

- Minitab and PCord statistical software
- Access database software and GIS applications
- Advanced open-water scuba diver (NAUI)

analyses of variance, ordination analysis (PCA), similarity indices (e.g., Jaccard's and Euclidean distance) and a variety of non-parametric analyses to assess stream health; and guest lecturer for: Environmental Toxicology, Case Studies in Environmental Management, and Ecological Systems Analysis.

Environmental Science and Engineering, Inc., Senior Staff Scientist. Managed numerous projects involving assessments of biological communities, including: Ohio River ecological research program (1989 - 1999), a study funded by several utility companies with plants on the Ohio River; Niangua River fisheries and water quality monitoring (1989 - 1990), in support of the relicensing of a small hydroelectric power plant; Rock River fisheries monitoring study (1991 - 1994), assessing the impacts of a nuclear power plant in northern Illinois; and Des Plaines River environmental monitoring program (1991 - 1993), monitoring environmental conditions in a heavily industrialized section of an urban stream. Also served as a project biologist on numerous projects, and project technician on non-biological projects, primarily RCRA investigations.

PUBLICATIONS

Scott, CG and SB McCord. 2014. Stability of environmental reference conditions as indicated by stream macroinvertebrate communities: a case study in the central United States. *Journal of Freshwater Ecology* 30:1-17.

McCord, SB and BA Kuhl. 2013. Macroinvertebrate community structure and its seasonal variation in the Upper Mississippi River, USA: a case study. *Journal of Freshwater Ecology* 28:63-78.

CAREER SUMMARY

Dr. McCord has extensive experience as a researcher of aquatic systems, including 30 years of experience performing field surveys, laboratory analyses of fish and macroinvertebrate samples, aquatic biological data summarization/statistical analyses, and report preparation. He has managed multi-year projects covering large geographical areas and managed staff and materials to assure timely and cost-effective completion the project. Dr. McCord is familiar with the development and application of biological criteria for several Midwestern states including Missouri, Arkansas and Ohio.

CAREER HISTORY

Missouri Department of Natural Resources, Environmental Scientist. In Water Pollution Control Branch, Dr. McCord: (a) performed monitoring and assessment of classified waterbodies throughout the state; performed visual inspections and collected water samples to document impairment or lack thereof; prepared summary report documenting the state of the state's waters; and (b) provided technical expertise for compliance enforcement actions taken by the department.

In Environmental Services Program (laboratory) Dr. McCord collected and processed samples to develop biological community based biological criteria for the state of Missouri. Responsibilities included: (a) field collection of stream macroinvertebrate samples and measurement of water quality variables from locations throughout Missouri; (b) processing (sorting and slide-mounting) samples; (c) taxonomy of all groups; and (d) data analysis/summary and report preparation. Data were used to assess the condition of the state's waterbodies.

MACTEC Engineering and Consulting, Inc., Principal Environmental Scientist. Responsible for technical performance of a variety of projects, including: 316(b) assessments for 19 power plants in 6 midwestern states; aquatic biology damage assessment and restoration planning for natural areas impacted by a hydroelectric dam failure; and numerous projects related to assessment of ecosystem conditions as estimated by macroinvertebrate or fish community characteristics.

Arkansas State University, Research Scientist. Conducted research evaluating the effectiveness of logging best management practices in protecting the water quality of adjacent streams in Arkansas. Dr. McCord performed field surveys to collect macroinvertebrate and water quality samples and measure habitat variables; developed lab protocols, managed student technicians, and performed taxonomy on all macroinvertebrate samples; summarized and analyzed data using

McCord, SB, WJ Elzinga, CG Scott, and JC Pozzo, Jr. 2009. Impacts of a catastrophic flood on a southeastern Missouri (USA) stream. *Journal of Freshwater Ecology* 24:411-423.

McCord, SB, GS Guha, and RS Grippo. 2007. Effects of subsample size on seasonal and spatial comparisons of stream macroinvertebrate communities. *Environmental Monitoring and Assessment* 135:409-422.

McCord, SB, RS Grippo, and DM Eagle. 2007. Effects of logging using best management practices on stream macroinvertebrate communities in 3 ecoregions of Arkansas, USA. *Water, Air, and Soil Pollution* 184:299-311.

McCord, SB, AD Christian, and RS Grippo. 2006. Biomass dynamics of *Tipula* (Diptera: Tipulidae) in forested streams of the Interior Highlands of Arkansas. *Journal of the Arkansas Academy of Science* 60:74-79.

McCord, SB and PR Lambrecht. 2006. Seasonal succession in the aquatic insect community of an Ozark stream. *Journal of Freshwater Ecology* 21:323-329.


Specialties

- Aquatic Ecology and Bioassessment
- Site Specific Criteria Development
- Aquatic Whole Effluent Toxicity Testing

Education

M.A., Biology, Truman State University, Kirksville, Missouri, 1976

B.S.E. Biology, Truman State University, Kirksville, Missouri, 1972

CAREER SUMMARY

Mr. Crawford has more than 40 years of experience conducting and managing water quality monitoring assignments throughout Missouri and the Midwest. Following retirement from the Missouri Department of Natural Resources in 2007, Mr. Crawford joined MEC Water Resources and subsequently Geosyntec Consultants in Jefferson City, Missouri where he has continued conducting and managing a wide variety of water quality and bioassessment projects. Prior to joining MEC Water/Geosyntec, Mr. Crawford managed a group of 15 environmental professionals responsible for most of the Missouri Department of Natural Resources (MDNR) water quality monitoring including extensive monitoring of Hinkson Creek.

KEY PROJECT EXPERIENCE

Aquatic Macroinvertebrate Assessment of the Lower Osage River below Bagnell Dam, Ameren Missouri, Lake of the Ozarks, Missouri. As part of Federal Energy Regulatory Commission licensing agreement for the Ameren Osage Power Plant and Missouri Department of Natural Resources 401 Water Quality Certificate, Ameren Missouri is required to provide an annual report of the status of the aquatic macroinvertebrate community in the lower Osage River. This monitoring evaluates the effects of water releases from Bagnell Dam on downstream aquatic resources. This information provides important comparative analyses at each of the monitoring locations complementing other work (dissolved oxygen and total dissolved gas monitoring) also being performed by Geosyntec.

Aquatic Community Bioassessment in Support of TMDL Activities, Town Branch, City of Bentonville, Arkansas. As Technical Advisor, provided support for the City of Bentonville, Arkansas TMDL assessment and regulatory support project. The project consisted of technical and regulatory support to the city regarding the Town Branch TMDL. Oversaw the biological assessment portion of the project to determine beneficial use attainment of Town Branch and has participated in negotiations with the Arkansas Division of Environmental Quality (ADEQ) and EPA Region 6. Through cooperative efforts with ADEQ to evaluate historical data collection efforts as well as the collection of additional

water quality and biological information, the current conditions of Town Branch have been better characterized.

Site Specific Criteria Development for Chloride and Sulfate, Asbury Plant, Empire Electric District, Asbury, Missouri. Aided the Asbury Power Plant in Southwest Missouri whose water supply is obtained primarily from a series of wells that have a naturally high sulfate and chloride content. Use and recirculation of cooling water increases the concentrations in their permitted discharges making it difficult to achieve NPDES permit limits or instream water quality criteria. Using instream biological assessments and Whole Effluent Toxicity testing using *Ceriodaphnia dubia* and *Pimephales promelas*, the need to reevaluate current state criteria for chloride and sulfate was demonstrated. Ongoing activity includes assisting the client in complying with an existing variance and in developing site specific chloride and sulfate criteria for their facility through a revision in the state of Missouri's Water Quality Standards and the development of Water Effects Ratios for the permitted discharge and receiving stream.

Water Quality Monitoring Section, Missouri Department of Natural Resources, Jefferson City, Missouri. As a Supervisor of Water Quality Monitoring Section (WQMS) of the Missouri Department of Natural Resources (MDNR) Mr. Crawford was responsible for overseeing a Section that provides sampling and analytical support for programs within the department and other agencies. Under his leadership, the WQMS developed and implemented numerical biological criteria for wadeable Missouri streams using aquatic macroinvertebrates and the State's Whole Effluent Toxicity testing program.



CAREER SUMMARY

Mr. Strecker, a registered engineer, will serve as a technical advisor to the project. Mr. Strecker has over 35 years of experience focusing on the design, monitoring and evaluation of stormwater BMPs, development and evaluation of watershed plans (i.e. TMDLs), and the overall assessment and management of aquatic resources. Mr. Strecker is familiar with Hinkson Creek through his engagement in review of the Hinkson Creek TMDL and the development of the University of Missouri Stormwater Master Plan. He has a background in aquatic ecosystem stressors and continues to be engaged in nationwide studies related to highway runoff, chloride based de-icing materials and BMPs to control them as well as other urban/highway pollutants.

KEY PROJECT EXPERIENCE

Hinkson Creek TMDL Comments for MS4 Co-Permittees, City of Columbia, Boone County, University of Missouri. As principal-in-charge, Mr. Strecker provided senior review of the Hinkson Creek TMDL, including evaluating the approach and methods to arrive at target runoff reductions to address instream aquatic toxicity/benthic invertebrate health. Geosyntec evaluated other TMDLs where this approach was used to determine how linkages between stream flow and aquatic macroinvertebrate community were established, how strong that linkage was or was not, and how it should be applied to Hinkson Creek. Geosyntec provided the client with technical memoranda in 2009 and again in 2010 related to the Hinkson Creek TMDL with comments that were submitted to MDNR.

Integrated Stormwater Master Plan, University of Missouri, Columbia. Mr. Strecker was the Project Director for the Master Plan to guide stormwater infrastructure planning on campus. He oversaw the stormwater modeling and BMP selection and conceptual design, the development of BMP sizing nomographs and recommended storm sizing criteria. BMP fact sheets were also developed to assist with future BMP selection, design, and maintenance. Mr. Strecker also oversaw a case study analysis on a 150-acre watershed of the campus to identify and evaluate potential volume reductions achievable through a mixture of site-level and regional BMPs.

National Cooperative Highway Research Program 25-25/Task 86 Toxicological Effects of Chloride Based Deicers in the Natural Environment, Transportation Research Board. The objective of this project was to conduct a review of the literature to (1) synthesize past and existing research on the subject with emphasis on past NCHRP and state DOT work; (2) provide guidelines for DOTs based on effective practices and standards; and (3) scope a larger NCHRP project that could be submitted to AASHTO SCOE for consideration. Mr. Strecker led the sections on stormwater impacts and potential strategies for reducing impacts. He also helped deliver a National Transportation Research Board Webinar on the project.

International BMP Database, United States Environmental Protection Agency (USEPA), American Society of Civil Engineers (ASCE), Water Research Foundation, Nationwide. Mr. Strecker is one of the Principal Investigators for this comprehensive, nationwide study of BMP effectiveness and development of the

International BMP Database. Included in this study was an assessment of the protocols used to evaluate BMPs. The results, which concluded that wide discrepancies exist in evaluating the effectiveness of BMPs, were provided to the USEPA. He also managed the effort to develop and then revise for low impact development and green infrastructure controls a detailed BMP monitoring guidance document based upon the ASCE BMP database effort. The effort more recently has added Agricultural BMP and Stream Restoration BMP Databases.

Lake Tahoe Pollutant Load Reduction Model (PLRM), U.S. Army Corps of Engineers. Lake Tahoe under Section 303(d) of the Clean Water Act is listed as impaired due to fine particulates (<20 um), nitrogen, and phosphorus, and the California Regional Water Quality Control Board and Nevada Department of Environmental Protection collaborated on the multi-phase Total Maximum Daily Load (TMDL) program. As part of this effort, Geosyntec partnered with Northwest Hydraulic Consultants to develop the Pollutant Load Reduction Model (PLRM), a modeling tool for estimating pollutant load generation and reduction associated with source control activities and structural stormwater retrofit projects. Mr. Strecker advised on design and development of the PLRM, which is a custom interface and Tahoe-specific backend database that interfaces directly with the USEPA's SWMM5 model. The tool allows users to investigate the water quality and hydraulic effects of implementing a wide range of BMPs, including pollutant source controls, hydrologic source controls, and centralized treatment facilities.

Specialties

- Urban Watershed Planning
- Best Management Practices
- Stormwater Master Planning
- NPDES Permitting
- Climate Adaptation/ Resiliency Planning

Education

M.S.E., Civil Engineering,
University of Washington, 1985

B.S., Fisheries Science,
Humboldt State University,
Arcata, California, 1983

B.S., Environmental
Engineering, Humboldt State
University, Arcata, California,
1983

Registrations and Certifications

Civil Engineer, CA (C43019),
Civil/Environmental Engineer,
OR (15355)



Specialties

- Environmental Statistics
- Multivariate Statistics
- Environmental Forensics
- Statistical Application Development
- Database Management
- Applied Research

Education

Ph.D., Mathematics and Statistics, University of Guelph, Guelph, ON, 2018

M.Sc., Mathematics and Statistics, University of Guelph, Guelph, ON, 2011

B.A., French Language and Literature and Statistics, University of Guelph, Guelph, ON, 2004

CAREER SUMMARY

Dr. Crea has more than 10 years of professional experience at Geosyntec where she is one of the lead statistical experts within the firm providing technical guidance on a variety of interdisciplinary projects. She specializes in applying multivariate statistical methods in support of risk and site assessments, the evaluation of Monitored Natural Evaluation (MNA) as a component of a remedial action approach for contaminated sites, experimental design in support of applied research projects, the development of statistical data analysis tools, and the development/management of comprehensive environmental information management systems. Other focuses include the implementation of cutting-edge statistical methods for the handling and analysis of censored environmental data (adapted from survival analysis techniques) and the implementation of Monte Carlo methods for the estimation of the contaminant mass in groundwater and soil.

KEY PROJECT EXPERIENCE

Ameren Missouri, Bagnell Dam Project, Lake Ozark, Missouri. Statistician for continuous water quality data generated by Ameren Missouri's water quality monitoring network. Ms. Crea performed statistical tests to evaluate the relationships and sensitivities of water quality monitoring data against environmental variables. The results of these tests provided additional evidence necessary to demonstrate water quality measurements indicating potential impairments were linked to environmental events beyond the control of the facility.

Missouri City Landfill, Missouri City, Missouri. Statistician and database manager for closed hazardous waste landfill near Kansas City, MO. Project contributions include automating and conducting routine statistical tests, managing relational databases designed to process data from various forms of electronic data deliverables (EDDs), performing complex data analysis, preparing trend analyses and automating generation of routine reports.

Doctorate Research, University of Guelph, Guelph, Ontario, Canada. Developed hierarchical models for understanding plant and pollinator networks under the supervision of Dr. Ayesha Ali. Ms. Crea adapted Dirichlet-multinomial (DM) regression, from econometrics, to ecological networks by modelling interaction probabilities between plant and pollinator species as a function of plant-pollinator

traits, using a multivariate logit link. It is only recently that field ecologists have collected detailed data to better understand the mechanisms that drive ecological processes, such as pollination, but there is a lack of statistical models to analyze such bipartite networks well.

Former Industrial Facility, Confidential Client, Virginia. Project statistician and database manager for project involving the investigation and remediation of a large site contaminated with explosives, chlorinated solvents and PCBs. Project contributions include database management, data visualization, trend analysis, background statistical analyses for site characterization and site risk assessment, and report writing.

Background Data Analysis Tool, Various Projects. Developer of a user interface tool that automatically generates the tables and figures required for background analyses conducted for risk and site assessments at CERCLA sites. The tool uses a combination of Microsoft® Access®, Microsoft Excel® and R statistical programming software for the automation of the workflow involved in a background data analysis as prescribed by EPA guidance documents.

Berry's Creek Study Area Remedial Investigation/Feasibility Study, Bergen County, New Jersey. Project statistician for a multi-year site investigation. Project contributions include various statistical analyses in support of site characterization and assessment, such as, classification and regression tree analysis (CART), calculations of upper tolerance limits, and statistical graphical visualizations.

Expert Witness, Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site, Michigan. Represented Defendant as an expert in matters that pertain to the polychlorinated biphenyl (PCB) contamination of the Kalamazoo River from paper mills and factories during 1929 to 1979. Project role included performing a statistical evaluation of and providing opinions about the methods used by opposing experts to estimate the relative contribution of PCB mass loads discharged from the paper mills to the river.



Specialties

- Applied Fluvial Geomorphology & Ecosystem Restoration Sciences
- Clean Water Act Mitigation Design & Compliance
- Stakeholder Involvement
- Protected Species Assessment & Negotiations

Education

M.S., Geology, East Carolina University, Greenville, NC, 2004

B.S., Geology, University of West Georgia, Carrollton, GA, 1999

Professional Licensure

Registered Professional Geologist (P.G.) in Georgia, No. 002156

Professional Registrations

National Level – Wildland Hydrology (Level IV)

North Carolina Stream Restoration Institute (Level III)

CAREER SUMMARY

Mr. Vance is a professional geologist who is principally involved in ecosystem assessment and restoration. His work in ecosystem restoration projects began in the Klamath National Forest, California in 2003 where he was involved studying and managing sediment impacts to salmonid stream and river systems. He has over 14 years of experience throughout the U.S. in natural resources consulting focused on the interdisciplinary application of river science (applied fluvial geomorphology) to geomorphic and physical process characterization, fate and transport of sediment, and design of solutions to restore or stabilize stream and river systems, especially in watersheds where natural flow regimes have been altered by urbanization, diversion, and/or damming. His practice in fluvial geomorphology has centered around a process driven approach to characterize, predict and restore/rehabilitate the negative consequences of fluvial channel system evolution, whether mitigating unstable stream system evolution processes, providing sustainable infrastructure protection, and/or creating functional aquatic and riparian habitat. Mr. Vance's approach to both assessment and restoration design is rooted in his applied understanding of the fundamental principles of fluvial geomorphology, primarily that process defines form, and his experience in assessing fluvial systems across the country comprising differing geology, climate, and ecology.

KEY PROJECT EXPERIENCE

Sullivan Creek Bank Stabilization and Bull Trout Habitat Enhancement – *Lehigh Cement Company, Metaline Falls, Washington*. As part of the team of engineers and scientists working on the project, Mr. Vance provided technical guidance on the geomorphic evaluation and design of the project. To support the sustainable design of the project, Mr. Vance provided a historical aerial analysis study to understand the geomorphic evolution of the stream system and assess the geomorphic processes contributing to the dynamic channel changes and resulting bank failure along the Client's property and prepared a Channel Migration Zone analysis for submittal to the local municipality. The results of this analysis, 2-D modeling, and others were used to develop a sustainable bank stabilization design, which stabilized the streambank and incorporated habitat elements for a population of bull trout (USFWS protected species) within this regulated reach of stream below Sullivan Reservoir.

Litigation Support for Fine Sediment Impact Study for a Gravel Bedded Stream – *Private Landowners, Teller County, Colorado*. Following a reservoir dewatering a large volume of fine grained sediment (i.e., silt and clay) was released into a downstream trout fishery smothering coarse channel gravels and impacting macroinvertebrate communities. Geosyntec was retained to investigate the degree of impact to the meandering gravel stream system for a two-mile segment within the plaintiff's properties. Mr. Vance developed the gravel bed sampling regime, geomorphic characterization, and macroinvertebrate studies to evaluate the impacts both temporally and spatially within the system. Prior to the case settling, Mr. Vance had provided three expert reports and testimony at two depositions and four hours of testimony at trial regarding the persistent impact of the fine sediment remaining years later following the sediment release, necessary methods to restore the stream ecosystem, and the costs to perform the restoration.

Piedmont Park Northwoods Expansion – *Piedmont Park Conservancy, Atlanta, Georgia*. Mr. Vance lead the restoration assessment and design for 5,300 linear feet of urban streams situated within the 53-acre expansion of Piedmont Park. Responsibilities included managing design and construction, coordination and collaboration with civil and landscape architect internal design teams. Was the lead designer for the restoration of 5,300 linear feet of streams and a 0.3-acre stormwater treatment wetland. The existing streams ranged in size from five to 60 feet in width, from straight ditches to fully lined concrete channels, and largely impacted by combined sewer overflows from the City. Developed sustainable designs for each stream system based on urban hydrology and hydraulics including infrastructure protection and stabilization measures. Primary goal of restoration and stabilization was for long-term geomorphic stabilization in response to urban hydrology and sediment yield dynamics.

Watershed-level Sediment Yield Production Study and Management to Minimize Embedment in Salmonid Streams and Rivers within the Klamath National Forest – *U.S. Department of Agriculture, Klamath National Forest, Yreka, California*. Mr. Vance was responsible for working with an interdisciplinary team of biologists, hydrologists, geologists, geomorphologists and cartographers to document forest management practices that contributed to release of fine sediment to stream systems resulting in embedment of spawning gravels. Additionally, Mr. Vance was responsible for identifying historical landslides and areas prone to landslides for new forest road development and for assisting in selection of appropriate best management practices for areas to be thinned or cleared. Finally, he assisted biological teams in seasonal aquatic surveys for summer Chinook salmon and in standardization of stream monitoring protocols.



CAREER SUMMARY

Mr. Higgins is a Data Management Specialist with Geosyntec Consultants Inc., Ontario operations. Mr. Higgins supports various construction projects, infrastructure tracking and reporting projects, and environmental remediation projects throughout the United States and Canada. His work has focused on developing and implementing automated data workflows and visualization involving spatial and non-spatial data sets; presenting data in 2-, 3- and 4-Dimensions; and custom electronic reporting solutions. Mr. Higgins is a database and GIS expert, proficient in Microsoft SQL Server, ESRI ArcGIS/ArcGIS Server, Geocortex Essentials, and many other tools and software packages.

KEY PROJECT EXPERIENCE

Specialties

- Environmental Data Management and Reporting

Education

Graduate Certificate GIS Analyst: Applications Specialist, Sir Sandford Fleming College, Lindsay, Ontario, 2012

B.Sc., Environmental Science, University of Western Ontario, London, Ontario, 2011

Diploma of Environmental Technology, Fanshawe College, London, Ontario, 2009

Atka Remedial Investigation, Ahtna Engineering, Atka, Alaska. Mr. Higgins is managing the Information Management System and is the GIS Manager of Record for the Atka remedial investigation. Work includes accessing data collected from a custom-built mobile field collection app; developing automated workflows for the collection, verification, storage, reporting and dissemination of all field-collected project data including analytical results, and reporting of those data in a fully interactive 2-dimensional webmap and custom tabular reports. Mr. Higgins uses SQL Server, ESRI ArcGIS/ArcGIS Server, Geocortex Essentials, and custom scripts and code to oversee and implement day-to-day data management tasks and provide database and reporting support for the field team and project stakeholders.

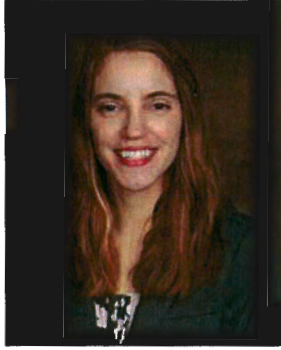
Portland Harbor Superfund Site, Portland, Oregon. Mr. Higgins manages a spatial database and facilitates spatial and nonspatial data analysis for a client group of potentially responsible parties at the Portland Harbor Superfund Site. Work includes refreshing database as new field data are available, the automation and execution of spatial interpolation workflows and analysis, the building of digital tools to track field efforts, and the management of a complex database containing a vast historical dataset and data from recent and ongoing investigations. Mr. Higgins uses Microsoft SQL Server, ESRI ArcGIS/ArcGIS Server, Geocortex Essentials the support this project.

Berry's Creek Study Area, Remedial Investigation/Feasibility Study, Bergen County, New Jersey. Mr. Higgins serves as the database manager for a multi-year site investigation. Work includes the implementation and management of an internet-accessible database management system, organization of field data-collection activities. Data types include sediment, surface water, biological and ecological. Mr. Higgins uses SQL Server, Microsoft Access, and visual basic to oversee and implement day-to-day data management tasks and provide database support for database users.

Boone Dam, Tennessee Valley Authority, Spurgeon, TN. Mr. Higgins is managing the development and implementation of a comprehensive Information Management System for Boone Dam since 2015. The system incorporates real-time compilation of data generated during on-site drilling and grouting activities and real-time instrumentation data including the deployment of a web-based three-dimensional Geographical Information System (GIS) that allows TVA personnel access to grouting, geotechnical, and on-site data in a variety of tools and reports.

C44 Reservoir, Indiantown, FA. Mr. Higgins was one of 2 primary developers for custom Information Management System for the construction of a 9.2 mile, 30-foot-high earthen embankment for C44 reservoir. GPS enabled field tablets are used on site for QC and construction personnel to track construction progress and QC samples. Data entry and sample tracking tools for the on-site laboratory were implemented replacing cumbersome paper-based workflows. A web-enabled construction and QC dashboard was developed with custom reports and interactive maps to facilitate the access, QC process, and reporting of data. The system is being used by the site contractor, subcontractors, and the United States Army Corps of Engineers (the site owner). The system was developed using SQL server, ArcGIS Collector, Survey123, ArcGIS Online, and Microsoft SharePoint.

Bolivar Dam Information Management System, Treviicos Corporation, Bolivar, OH. Mr. Higgins assisted with the development of the Bolivar Dam Information Management System. Mr. Higgins developed database algorithms that: calculate and visualize barrier wall panels in three dimensions based on Koden data in near-real time; automatically imported and processed data from the contractor into a usable format; created templates to allow to allow vertically reports to be dynamically generated on demand.


Specialties

- Aquatic Macroinvertebrates
- Water Quality Monitoring
- Data Management

Education

B.S., Biology, Truman State University, 2012

M.S. Watershed Science, Murray State University, 2015

Permits and Trainings

Missouri Scientific Collector
40 Hr. HAZWOPER

CAREER SUMMARY

Ms. Boeckman is a Senior Staff Scientist in Geosyntec's Culver City, California office. She has 9 years of experience working in aquatic ecosystems and 2 years of consulting experience. Ms. Boeckman has supported a variety of projects focused on evaluating water quality through data collection, validation, and analysis.

KEY PROJECT EXPERIENCE

Aquatic Trophic Cascades Research, Murray State University, Murray, Kentucky. Graduate Research Assistant. Ms. Boeckman conducted research to investigate the role of Arizona tiger salamanders (*Ambystoma tigrinum nebulosum*) in degraded, pre-restoration beaver ponds. Field work included the collection of multiyear salamander population data, benthic macroinvertebrate sampling, salamander diet analysis, stable isotope analysis and water quality monitoring.

Water Quality Monitoring, Data Management, and Analysis, Metropolitan St. Louis Sewer District, St. Louis, Missouri. Ms. Boeckman assisted with water quality and quantity measurements, equal width depth-integrated sampling, and field observation for long-term monitoring sites on the Missouri and Mississippi Rivers in the St. Louis area throughout the calendar year. Monitoring events require the crew to traverse more than 100 river miles per day and sometimes collect storm flow discharges using acoustic doppler current profiling technology. She also assists MSD in a multiyear review of data to evaluate trends in water quality.

Macroinvertebrate Data Collection and Analysis, Ameren Missouri, Bagnell, Missouri. Ms. Boeckman assisted with the annual collection, analysis and reporting of aquatic macroinvertebrate community data. She built and managed a database for annual macroinvertebrate data used to evaluate long term trend in water quality on the Lower Osage River used to assess performance and compliance with Water Quality Standards and the 401 Water Quality Certification per the FERC license agreement.

Water Quality Data Validation, Fox River Study Group, Illinois. Ms. Boeckman assisted in the management and validation of water quality data from a variety of sources. She supported modeling efforts to improve water quality in the Fox River Watershed.

Water Quality Translator Study, Republic Services, La Grange, Missouri. Ms. Boeckman assisted in the management and analysis of data for the calculation of site-specific iron and aluminum translators. She drafted a report for submission to Missouri Department of Natural Resources in support of alternative National Pollutant Discharge System permit limit modifications based on the results of the study.

PUBLICATIONS

Boeckman, K.B. and H.H. Whiteman. 2017. Predators lack complementarity in a degraded stream. *Copeia* 105(4): 743-752.



APPENDIX C

Project Descriptions



Geosyntec evaluated potential regulatory elements to assist the power company in managing potential compliance challenges.

Client: Confidential

Services Provided:

- ✓ Extended variance criteria development
- ✓ Site specific sulfate and chloride criteria evaluation
- ✓ In-stream macroinvertebrate assessments
- ✓ Whole Effluent Toxicity Testing
- ✓ Water Effects Ratio Determination

Project Objective

A Geosyntec client located in Southwest Missouri is a coal-fired power plant for electrical generation. The facility's water supply is obtained primarily through a series of wells that are naturally high in sulfate and chloride. Use and recirculation of cooling water increases the sulfate and chloride concentrations in their permitted discharges to a small, effluent dominated stream. Monitoring data indicates a significant difficulty with meeting the sulfate plus chloride and chloride criteria within the Missouri water quality standards. In 2005 the facility was granted a variance by the state under the condition that they take appropriate steps to mitigate violations. The client retained Geosyntec to evaluate potential regulatory elements and pathways to manage potential compliance challenges associated with their facility.

Geosyntec's Scope of Services

Geosyntec performed an evaluation of various source control, treatment and disposal alternatives, which demonstrated attainment of NPDES limitations and statewide water quality criteria are not practical. Geosyntec also conducted an in-stream biological assessment that indicated a macroinvertebrate assemblage similar to that found in control and reference streams. Acute and chronic Whole Effluent Toxicity (WET) tests were performed that also indicated no toxicity even when chloride and sulfate concentrations are well above applicable permit and instream criteria levels. Geosyntec evaluated data of other researchers with regard to more appropriate criteria for chloride and sulfate based on water hardness and provided data results from this project that supported this approach. This effort helped to change the Missouri Water Quality Standards to a more appropriate hardness based approach. Our findings, when presented to the state, have suggested that even with the Missouri hardness based equations the chloride criterion may be overly stringent. This resulted in the following scope of services to be approved: 1) approval of a work plan for site specific criteria for sulfate and chloride that will evaluate the newly adopted Missouri hardness based chloride and sulfate criteria equations; 2) further investigate the Missouri hardness based equations through the determination of Water Effect Ratios (WERs); 3) continue to document aquatic community health downstream of the facility's discharges; and 4) with data from the in-stream biological community, chemical characterization of the facility's effluent, and WER results, the determination of appropriate permit limits for chloride and sulfate.

Notable Accomplishments

Geosyntec's in-stream macroinvertebrate community assessment along with acute and chronic WET testing provided strong evidence that the existing criteria and permit limits are overly stringent for this facility. Geosyntec's instream biological assessments prompted the state to conduct its own investigation that confirmed Geosyntec's findings. Discussions with Missouri officials, presentation of our findings, and a review of other researchers work in the area of chloride and sulfates, Geosyntec was successful in assisting the state in revising chloride and sulfate criteria to more appropriately protect beneficial uses. Continued work by Geosyntec through the development of WERs will result in NPDES permit limits that are appropriately protective yet not overly stringent.



Geosyntec worked with the project team to collect representative data that can be used to identify and prioritize areas for future improvement projects.

Client: University of Missouri, City of Columbia, and Boone County, Missouri

Services Provided:

- ✓ Quality Assurance Project Plan (QAPP) development
- ✓ Water quality monitoring
- ✓ Data management
- ✓ Data assessment and interpretation

Project Objective

Hinkson Creek is a 26.4 mile long stream in Boone County, Missouri (County). In its headwaters, the watershed is dominated by rural and agricultural land uses. The majority of the lower two-thirds of the stream flows through developed land, including the City of Columbia's city limits and University of Missouri (MU) property. In 2012, the Missouri Department of Natural Resources (MDNR) added Hinkson Creek to the 303(d) list of impaired waters because *Escherichia coli* (bacteria) data exceeded whole body contact recreation beneficial use criteria. Two major Hinkson Creek tributaries, Hominy Branch (2012 list) and Grindstone Creek (2006 list), also have bacteria impairments.

Geosyntec's Scope of Services

MU retained Geosyntec Consultants, Inc. (Geosyntec) to develop a monitoring approach and quality assurance project plan (QAPP) to quantify current bacteria levels, identify potential sources, and support Hinkson Creek de-listing efforts, if supported by water quality data.

Geosyntec prepared a QAPP that defined the study objectives, methods, and quality assurance procedures and measures to guide monitoring efforts. As part of the QAPP development process, Geosyntec considered relevant Hinkson Creek watershed information. Geosyntec collected bacteria and other water quality data on a bi-weekly basis from 11 sites over the course of the 2015 recreation season. Bacteria and water quality data were then compiled into a database and analyzed against applicable water quality standards. Geosyntec worked with MU, the City of Columbia and Boone County to analyze and interpret the data collected during 2015.

Notable Accomplishments

Monitoring data, collected under the QAPP, provided the team with a representative set of bacteria data that will be useful in identifying and prioritizing areas for future improvement projects and additional water quality assessments. In addition, these data begin to establish a baseline which future watershed improvements can be measured against. Geosyntec continues to work with these stakeholders to address Hinkson Creek watershed water quality concerns.



Client: City of Columbia, MO

Services Provided:

- ✓ Build a vision for the integrated management plan
- ✓ Develop a regulatory strategy
- ✓ Evaluate existing system performance
- ✓ Evaluate alternatives and assess financial capability

Project Objective

Like many cities, the City of Columbia, Missouri (City) needs to invest in rehabilitating and replacing an aging infrastructure system and also find resources to comply with new Clean Water Act mandates for wastewater and stormwater treatment. Further, the City routinely addresses stormwater and sanitary sewer systems backing up into basements or overflowing through manholes during heavy rains. The Missouri Department of Natural Resources (MDNR) was proposing that the city spend \$54 million on the sanitary and stormwater systems within the next 15 years and an additional \$100 million five years after that to address these problems. The City is also concerned about new regulations that could require more costly investments if an integrated management plan (IMP) is not in place. One objective for the IMP is to consolidate the regulatory obligations and management programs for the wastewater and stormwater systems.

Geosyntec's Scope of Services

Geosyntec is part of a team led by HDR to develop the IMP with the City. Geosyntec supported development of the vision and framework for the IMP, development of the regulatory strategy, and also the stakeholder involvement. Because of our work with the wastewater treatment plant (which includes beneficial reuse for conservation wetlands), the stormwater system, and surface water monitoring we led the characterization of those resources. We also led the characterization of the financial capability of the city's ratepayers. Geosyntec helped compile the stormwater management alternatives and assisted in recommending the wastewater and stormwater management priorities. Finally, Geosyntec will be assisting with the development of the IMP and presenting it to the City Utilities staff, the public, and City Council.

Notable Accomplishments

The IMP framework was developed based on guiding principles from the USEPA and MDNR. This framework follows a six step process that began with the development a cohesive vision for the IMP that incorporates the development of an affordable infrastructure plan to enhance environmental resources, water quality, and economic vitality. Once the visioning process was complete, the existing system performance was evaluated to aid in the determination of future needs. Geosyntec has compiled and evaluated characterization data for the wastewater treatment plant, the stormwater system, and watershed and surface waters. Public meetings are currently beginning utilized to help inform the evaluation of wastewater and stormwater management alternatives and cost estimates for the various alternatives are being developed through consultation with City staff. Concurrently, the economic capabilities of the City are being evaluated to understand the impact of future rate increases on economically sensitive populations within the City. When complete and approved by MDNR the City will be the first in Missouri to have an approved IMP for wastewater and stormwater.



Osage Hydroelectric Project (Bagnell Dam) on the Osage River

Client: Ameren Missouri – Osage Project

Services Provided:

- ✓ Macroinvertebrate sampling, data analysis and interpretation
- ✓ Macroinvertebrate and water quality database management
- ✓ Macroinvertebrate community analyses/life history and habitat comparisons
- ✓ Continuous water quality database management and analyses/reporting
- ✓ Regulatory support services

Project Objective

Ameren owns and operates the Osage Hydroelectric Project (Project) comprised of Bagnell Dam creating Lake of the Ozarks and is required by the Federal Energy Regulatory Commission (FERC) to routinely relicense the Project. Since 2001, Geosyntec and a multidisciplinary team of scientists have been working together to evaluate potential impacts from the Project's operation on water quality and the biological community downstream in the Osage River.

Geosyntec's Scope of Services

Geosyntec collected 5 years of continuous and discrete water quality data at monitoring stations spread across 82 miles of the Osage River and in the Lake of the Ozarks, which resulted in over 3 million data points. Data generated from these efforts were managed, analyzed and reported in Geosyntec publications for use in the FERC license application and Section 401 water quality (401) certification. Geosyntec continued to provide water quality monitoring in the Osage River at two stations identified in the license agreement and provide training to Ameren personnel to transition into conducting maintenance and data collection activities. Geosyntec currently serves in a quality assurance and data management role for the required water quality compliance monitoring. In this role, Geosyntec prepared a Quality Assurance Project Plan and Water Quality Monitoring Plan to guide Ameren's ongoing monitoring efforts. Geosyntec reviews and validates all water quality data and prepares the necessary compliance summary reports and provides on-call technical support if monitoring system issues arise.

Geosyntec has provided 12 years of macroinvertebrate sample collection, sub-sampling, and data analysis services to support Ameren's FERC license and 401 certification. Sampling is conducted on the Osage River each fall at two monitoring reaches associated with mussel habitats established during relicensing efforts. Sampling is conducted according to Missouri Department of Natural Resources' protocols as modified by the license agreement. Geosyntec prepares a report which details comparative community metrics, composition, presence/absence in each monitoring reach and trends in macroinvertebrate indicator metrics over the project. This report presents biological compliance metrics and aquatic community trends in the Osage River downstream of the Project. Geosyntec has also conducted additional analyses to assess ecological and anthropogenic influences on community metrics and trends.

Notable Accomplishments

- Ameren has maintained compliance with Missouri Water Quality Standards for dissolved oxygen and total dissolved gas.
- Ameren has maintained compliance with the macroinvertebrate community thresholds required by the license and 401 certification, and downstream macroinvertebrate metrics demonstrate community improvement.
- Geosyntec successfully and safely conducted water quality studies on the Osage River and the Lake of the Ozarks for Ameren over the past 15 years.



Geosyntec's regulatory support and monitoring services helped the state re-issue a TMDL that for the City of Bentonville wastewater and stormwater systems.

Client: City of Bentonville, Arkansas

Services Provided:

- ✓ Total Maximum Daily Load (TMDL) compliance support
- ✓ Regulatory negotiations
- ✓ Macroinvertebrate monitoring
- ✓ Nutrient criteria evaluation
- ✓ Municipal Separate Storm Sewer System (MS4) services
- ✓ Water quality data review

Project Objective

The City of Bentonville's 4.0 million gallons per day (MGD) wastewater treatment plant (WWTP) discharges to Town Branch, a tributary to the Elk River. In 2007, the City completed a major plant upgrade to construct a phosphorus removal system to meet new effluent limit requirements in a National Pollutant Discharge Elimination System (NPDES) permit. The nutrient removal system was functioning as designed and permit limits were achieved. In July 2010, EPA Region 6 issued a phosphorus total maximum daily load (TMDL) for Town Branch, based in part on EPA's conclusion that the biological community was impaired relative to other area streams. The new phosphorus limits required that the City meet what EPA considers to be the "limits of technology". The TMDL also placed phosphorus wasteload allocation targets on the City's stormwater runoff. These targets required significant capital investments from the City. Because the TMDL was written in the absence of recent water quality or biological data, the City and the Arkansas Department of Environmental Quality (ADEQ) submitted comments that the stream impairment was questionable and that expensive capital upgrades might not benefit water quality in Town Branch.

Geosyntec's Scope of Services

The City retained Geosyntec to apply our technical and regulatory expertise to satisfactorily resolve the Town Branch TMDL. Working alongside the City of Bentonville management team, Geosyntec reviewed the historic technical basis of the TMDL and engaged with the ADEQ water quality assessment staff to better characterize aquatic life conditions in Town Branch. In addition to providing biological and water quality monitoring services, Geosyntec assessed the potential challenges of meeting stringent phosphorus wasteload allocation targets in municipal stormwater runoff. The project involved working closely with ADEQ staff to re-evaluate the attainment status of the creek and determine if there was a need for additional phosphorus removal.

Notable Accomplishments

Following an in-depth review of both the TMDL and available historical data, Geosyntec identified several significant data gaps that should be addressed to more accurately determine the water quality and biological status of Town Branch. Geosyntec developed a quality assurance project plan and conducted a preliminary assessment of water quality and the aquatic community in Town Branch and previously identified reference streams. The assessment included collections of periphyton, continuous water levels and flows, and macroinvertebrates using multiple methods. Geosyntec's work with the City and ADEQ allowed the state to re-issue the TMDL in 2014 using an in-stream phosphorus target that was representative of existing creek water quality, thereby avoiding the need for additional wastewater treatment plant or stormwater load reductions.



Stormwater BMP monitoring equipment at the Step-pool conveyance 2014.

Client: County of Boone, Missouri

Services Provided:

- ✓ Monitoring Plan and Quality Assurance
Project Plan Development
- ✓ Database Assistance and Review
- ✓ Ambient Monitoring Guidance and BMP
Performance Analysis
- ✓ MDNR Section 319 Monitoring Assistance
- ✓ Urban Hydrologic Modeling

Project Objective

Boone County embarked on a multi-year study of the Hinkson Creek watershed to assess changes in runoff volume and water quality to quantify the results of implementing retrofit structural best management practices (BMPs). In addition, several BMPs were monitored to assess mass loading treatment efficiency. These data are being used to broadly implement the County's stormwater management program and support adaptive management actions administered by state and federal agencies.

Geosyntec's Scope of Services

Quality Assurance and Reporting Services: Geosyntec and Boone County prepared a Quality Assurance Project Plan (QAPP) in cooperation with the Missouri Department of Natural Resources (MDNR) to support stormwater BMP studies. Study data were reviewed regularly to assure quality. A comprehensive report was prepared to document load reductions, BMP performance, and dataset integrity.

Ambient Water Quality Monitoring and Training: Geosyntec provided field sampling training, sampling audit services, sampling oversight and sampling support to Boone County to assure compliance with the project QAPP and maintain dataset integrity. The Geosyntec team provided laboratory analytical and review services to support BMP assessments.

Database Assistance and Review: Geosyntec provided database development guidance and scheduled reviews to maintain function and optimize data storage routines.

Hydrologic Modeling: To support determination of runoff reductions and provide stormwater education outreach, Geosyntec conducted case study modeling using data collected during the project. The case study featured an urban hydrologic modeling and watershed analysis using the EPA Stormwater Management Model (SWMM). The SWMM was partially calibrated using runoff and infiltration data collected at a 200 acre residential subdivision location.

Notable Accomplishments

The Hinkson Creek watershed management study administered by Boone County and supported by Geosyntec is one of the first in-depth assessments conducted in Missouri that evaluates the efficacy of the 'volume control' approach to developing Total Maximum Daily Loads. Information gained from these evaluations will advance urban stormwater initiatives and further enable local watershed managers to develop effective management strategies.

Data collected from industrial and residential retrofit BMPs indicate properly sized and maintained BMPs can reduce total and peak runoff volumes. In addition, BMPs implemented to treat industrial stormwater have the ability to reduce solids and other industrial pollutants in stormwater runoff. Industrial BMP data were submitted and published in the 2016 version of the International BMP database, which Geosyntec helps administer.



Geosyntec's water quality study convinced regulators that the treatment plant expansion would still protect aquatic life uses.

Client: City of Blue Springs, Missouri

Services Provided:

- ✓ Site-specific criteria
- ✓ Bioassessment monitoring
- ✓ QUAL2K dissolved oxygen modeling
- ✓ Permit limit derivation
- ✓ Total Maximum Daily Load monitoring
- ✓ Quality Assurance Project Planning
- ✓ Antidegradation review
- ✓ Regulatory negotiation

Project Objective

To accommodate anticipated growth around the Kansas City metropolitan area, the City of Blue Springs (City) planned to expand and upgrade their wastewater treatment facility (WWTF). The WWTF discharges to portions of Sni-A-Bar Creek that do not meet their aquatic life uses. State regulatory policies required that intensive water quality studies be performed for any increased discharge to an impaired stream. In 2007, HDR Engineers retained Geosyntec on behalf of the City to evaluate water quality conditions to assist in wastewater planning and permitting efforts. Geosyntec's evaluation resulted in one of only two site-specific criteria studies approved by the Missouri Clean Water Commission (MCWC) and Environmental Protection Agency (EPA) Region 7, and allowed the City to expand treatment capacity and avoid expensive and marginally beneficial treatment upgrades. The City subsequently contracted Geosyntec to perform the necessary regulatory negotiations, data collection services, water quality modeling, and permitting assistance need to confirm the 2007 results, as required by EPA.

Geosyntec's Scope of Services

Geosyntec worked with regulatory agencies to develop and conduct an intensive water quality and bioassessment study of Sni-A-Bar Creek and a regional biocriteria reference stream. During the summer of 2013, Geosyntec collected water quality, water chemistry, flow and hydrogeometry, sediment oxygen demand, habitat, and both fish and aquatic invertebrate data at multiple sites in the study streams. Fish, macroinvertebrate, and habitat data were surveyed according to Missouri Department of Conservation and Missouri Department of Natural Resources protocols. Results indicated that the original 2007 study was confirmed; water quality conditions in this region consistently preclude attainment of water quality criteria and support the use of site-specific criteria.

Notable Accomplishments

Geosyntec's precedent-setting study and regulatory negotiations represent one of the few site-specific criteria approved by the Missouri Clean Water Commission (MCWC). This allowed the City to expand wastewater treatment capacity and prevent a large capital outlay associated with expensive and marginally beneficial treatment upgrades. Recent study efforts support the original conclusions and demonstrate that site-specific criteria should continue to be applied in Sni-a-Bar Creek. Biological (fish and macroinvertebrate) data indicated the stream was attaining a fully supporting community.



Client: Allstate Consultants

Services Provided:

- ✓ Macroinvertebrate sampling, assessment and interpretation
- ✓ Water Quality sampling and analysis
- ✓ Collection and summarization of existing data from other data sources (i.e. University of Missouri, MDNR, MDC)
- ✓ Report preparation and presentation of information relative to Phillips Tract development

Project Objective

Project included water quality monitoring, aquatic macroinvertebrate assessment and data interpretation services related to the potential development at the Phillips Tract in Boone County, Missouri. The goal of the project was to assess water quality conditions in Gans and Clear Creek during the spring of 2003. These data were used to assess the potential impacts from development of the property and to provide a baseline for future development.

Geosyntec's Scope of Services

In order to assess the potential impacts from development of the Philips Tract the following tasks were performed:

- (1) Installation of automatic sampling and water depth logging equipment at five locations in Gans and Clear Creek and the property in question.
- (2) Collection and analysis of water quality samples from the sampling sites resulting from four surface flow runoff events. Sampling sites included five automatic sampling sites and three grab sampling sites.
- (3) Samples analysis for pH, temperature, specific conductivity, dissolved oxygen, alkalinity, TSS, turbidity, nutrients copper, zinc, and fecal coliform and discharge.
- (4) Aquatic macroinvertebrate bioassessments were performed at five stream locations following the USEPA Rapid Bioassessment Protocols.
- (5) Pertinent water quality data from other data sources, was compiled including the University of Missouri and the Departments of Natural Resources and Conservation.
- (6) All data was summarized and provided to the client in a report and presentation.

Notable Accomplishments

- Geosyntec planned, conducted and presented water quality and biological data to the client in a complete and timely manner that allowed for informed decisions to be made regarding the development of the Phillips Tract.
- The data collected by Geosyntec has served as a valuable addition toward the characterization of streams in the area of southern Columbia as the city continues to develop.



Geosyntec has conducted many bioassessments for wadeable/perennial streams

Client: Kansas City Stormwater Utility Division

Services Provided:

- ✓ Extensive collection of aquatic macroinvertebrate, stream habitat, and water quality data
- ✓ Regulatory support
- ✓ Field investigation coordination and quality assurance management

Project Objective

As part of the Kansas City (KC) Stormwater Utility Division (SUD) compliance with the KCMO Municipal Separate Storm Sewer System (MS4) Permit, biological and water quality data must be monitored on headwater streams receiving MS4 discharges. Geosyntec collected aquatic macroinvertebrate samples and conducted habitat quality assessments at five small urban streams within the MS4 jurisdiction of the City of Kansas City, Missouri. Data from these sites were compared to data collected during the same time period from three control streams, picked due to their similar size and proximity to the urban (MS4) sites.

Geosyntec's Scope of Services

Geosyntec staff implemented a biological assessment of eight urban streams in the Kansas City area. The assessment followed Missouri Department of Natural Resources (MDNR) protocols and included physical habitat characterization and aquatic macroinvertebrate evaluations. Biological data collected from each survey component formulated the basis of relative comparisons of biological community health and habitat quality in the study area. Assessment results were combined with surface water quality data and provided in a technical report for the KC SUD.

Notable Accomplishments

Sampling for this project was time-critical as the MDNR protocols specify a one-month sampling window for collecting aquatic macroinvertebrate samples. Geosyntec mobilized within three (3) days of contract award and collected all aquatic macroinvertebrate samples and performed habitat assessments for the project within the specified time period. This allowed the client to meet their MS4 permit requirements.



Geosyntec evaluated potential regulatory elements to assist the power company in managing potential compliance challenges.

Client: Confidential

Services Provided:

- ✓ Extended variance criteria development
- ✓ Site specific sulfate and chloride criteria evaluation
- ✓ In-stream macroinvertebrate assessments
- ✓ Whole Effluent Toxicity Testing
- ✓ Water Effects Ratio Determination

Project Objective

A Geosyntec client located in Southwest Missouri is a coal-fired power plant for electrical generation. The facility's water supply is obtained primarily through a series of wells that are naturally high in sulfate and chloride. Use and recirculation of cooling water increases the sulfate and chloride concentrations in their permitted discharges to a small, effluent dominated stream. Monitoring data indicates a significant difficulty with meeting the sulfate plus chloride and chloride criteria within the Missouri water quality standards. In 2005 the facility was granted a variance by the state under the condition that they take appropriate steps to mitigate violations. The client retained Geosyntec to evaluate potential regulatory elements and pathways to manage potential compliance challenges associated with their facility.

Geosyntec's Scope of Services

Geosyntec performed an evaluation of various source control, treatment and disposal alternatives, which demonstrated attainment of NPDES limitations and statewide water quality criteria are not practical. Geosyntec also conducted an in-stream biological assessment that indicated a macroinvertebrate assemblage similar to that found in control and reference streams. Acute and chronic Whole Effluent Toxicity (WET) tests were performed that also indicated no toxicity even when chloride and sulfate concentrations are well above applicable permit and instream criteria levels. Geosyntec evaluated data of other researchers with regard to more appropriate criteria for chloride and sulfate based on water hardness and provided data results from this project that supported this approach. This effort helped to change the Missouri Water Quality Standards to a more appropriate hardness based approach. Our findings, when presented to the state, have suggested that even with the Missouri hardness based equations the chloride criterion may be overly stringent. This resulted in the following scope of services to be approved: 1) approval of a work plan for site specific criteria for sulfate and chloride that will evaluate the newly adopted Missouri hardness based chloride and sulfate criteria equations; 2) further investigate the Missouri hardness based equations through the determination of Water Effect Ratios (WERs); 3) continue to document aquatic community health downstream of the facility's discharges; and 4) with data from the in-stream biological community, chemical characterization of the facility's effluent, and WER results, the determination of appropriate permit limits for chloride and sulfate.

Notable Accomplishments

Geosyntec's in-stream macroinvertebrate community assessment along with acute and chronic WET testing provided strong evidence that the existing criteria and permit limits are overly stringent for this facility. Geosyntec's instream biological assessments prompted the state to conduct its own investigation that confirmed Geosyntec's findings. Discussions with Missouri officials, presentation of our findings, and a review of other researchers work in the area of chloride and sulfates, Geosyntec was successful in assisting the state in revising chloride and sulfate criteria to more appropriately protect beneficial uses. Continued work by Geosyntec through the development of WERs will result in NPDES permit limits that are appropriately protective yet not overly stringent.



APPENDIX D

**Attachment One from Request for Statement of
Qualifications RSQ # 05-17APR19**

RSQ # 05-17APR19
ENVIRONMENTAL ANALYSIS STUDY:
HINKSON CREEK AQUATIC MACROINVERTEBRATE DATA MINING PROJECT

ATTACHMENT ONE

Table 1. Initial list of macroinvertebrate metrics and/or indices that potentially could be examined for diagnosing causes for aquatic life impairment at stream sites in the Hinkson Creek watershed of central Missouri. References are given below.

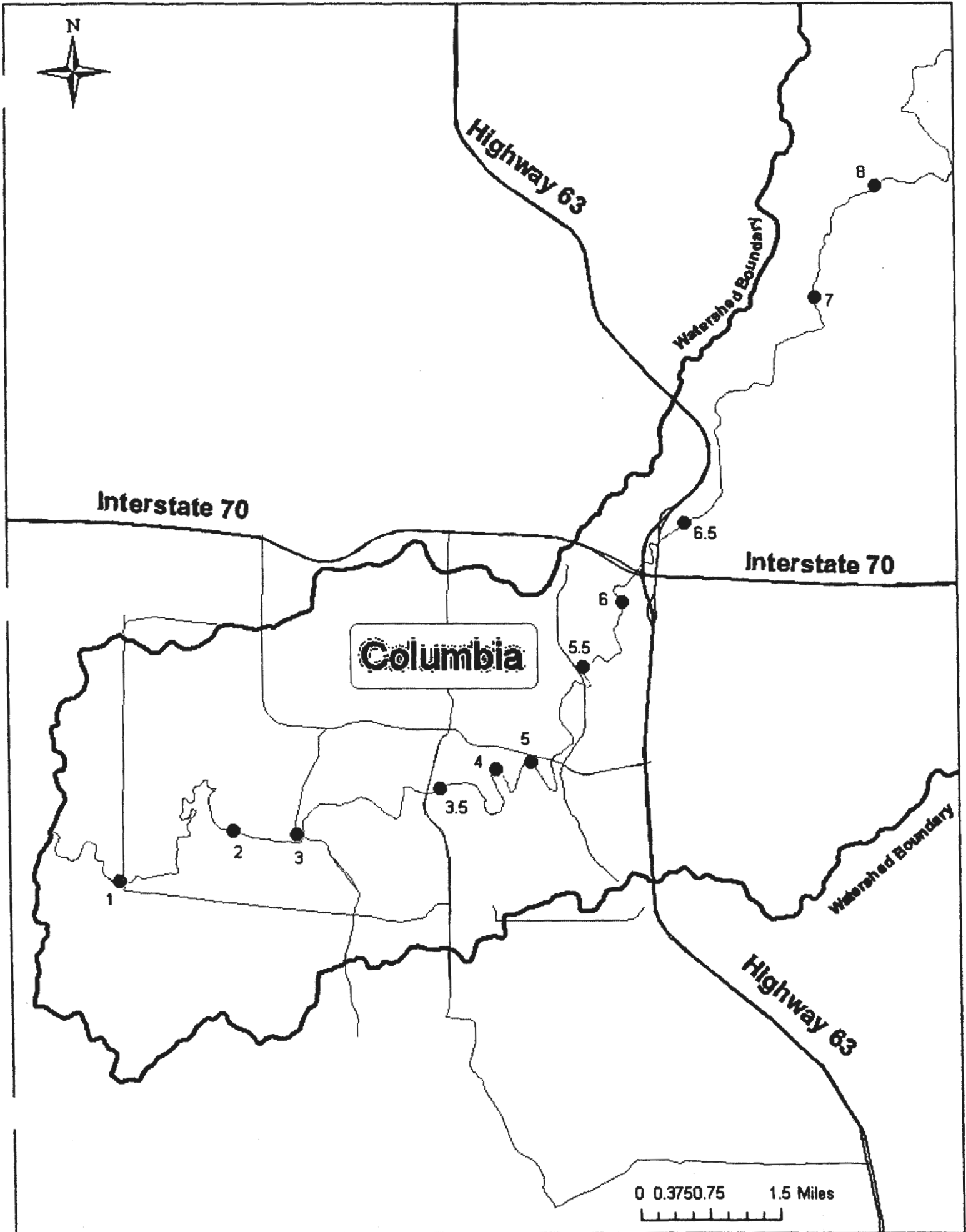
Metric (Attribute)	Abbreviation	Metric Category	Citation(s)
Chironomidae richness	Chir _{rich}	Richness	Hayslip 1993, Barbour et al. 1996
Diptera richness	Dipt _{rich}	Richness	DeShon 1995
Ephemeroptera richness	Eph _{rich}	Richness	Barbour et al. 1999
Ephemeroptera+Plecoptera+Trichoptera richness	EPT _{rich}	Richness	Klemm et al. 1990
Plecoptera richness	PleC _{rich}	Richness	Barbour et al. 1999
Total taxa richness	TT _{rich}	Richness	Barbour et al. 1999
Trichoptera richness	TriC _{rich}	Richness	Barbour et al. 1999
Clinger +Climber richness	ClgCli _{rich}	Richness	*
% Chironomidae	Chir _{cp}	^b Composition / %	Lenat 1983, Barbour et al. 1994
% Corbicula	Corb _{cp}	^b Composition / %	Kerans & Karr 1994
% Diptera	Dipt _{cp}	^b Composition / %	Barbour et al. 1996
% Ephemeroptera	Eph _{cp}	^b Composition / %	Schloesser et al. 1991
% Ephemeroptera+Plecoptera	EP _{cp}	^b Composition / %	Poulton et al. 2007
% Ephemeroptera+Plecoptera+Trichoptera	EPT _{cp}	^b Composition / %	Barbour et al. 1999
% Hydropsychidae Trichoptera	HydT _{cp}	^b Composition / %	Camargo 1992
% Other Diptera+non-insects ^a	ODNI _{cp}	^b Composition / %	DeShon 1995
% Oligochaeta	Oligo _{cp}	^b Composition / %	Lenat 1993, Kerans & Karr 1994
% Plecoptera	PleC _{cp}	^b Composition / %	Barbour et al. 1994
% Tanytarsini midges	Tany _{cp}	^b Composition / %	DeShon 1995
% Trichoptera	TriC _{cp}	^b Composition / %	DeShon 1995
% Clingers+Climbers	ClgCli _{cp}	Functional / habitat	Barbour et al. 1999
% Filterers	Filt _{fn}	Functional / habitat	Hayslip 1993
% Predators	Pred _{fn}	Functional / habitat	Kerans & Karr 1994
% Scrapers	Sc _{fn}	Functional / habitat	Barbour et al. 1999
% Shredders	Sh _{fn}	Functional / habitat	Barbour et al. 1992
% Intolerant taxa (MOBI tolerance ≤ 4.0)	IntMOBI _{tol}	Tolerance	DeShon 1995, Huggins & Moffett 1988
Missouri Biotic Index	MOBI _{tol}	Tolerance	MDNR 2001
Macroinvertebrate Biotic Index	MBI _{tol}	Tolerance	Davenport & Kelly 1983
Deposited Sediment Tolerance Index	DSTI _{tol}	Tolerance	Zweig and Rabeni 2001
Index of Hydrologic Alteration	IHA _{tol}	Tolerance	Mazor et al. 2018
% Dominant taxon	DT1 _{dd}	Dominance / Diversity	Shackelford 1988
% of 2 dominant taxa	DT2 _{dd}	Dominance / Diversity	*
% of 5 dominant taxa	DT5 _{dd}	Dominance / Diversity	*
Shannon Diversity Index	SDI _{dd}	Dominance / Diversity	Washington 1984
EPT / Chironomidae ratio	EPTC _{ratio}	Ratio	Ferrington 1987
Scraper / Filtering collector ratio	ScFC _{ratio}	Ratio	Plafkin et al. 1989
% Fast Seasonal Development	Dev1 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Slow Seasonal Development	Dev2 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Ability to Exit as Adults	Exit2 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Rare Drift Occurrence	Drift1 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Abundant Drift Occurrence	Drift3 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% No Swimming Ability	Swim1 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Weak Swimming Ability	Swim3 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Streamlined Body Shape	Shpe1 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006
% Sprawlers	Habit3 _{traits}	^b Trait states	Poff et al. 2006, Vieira et al. 2006

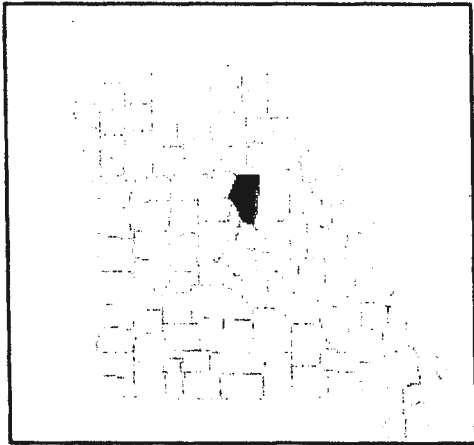
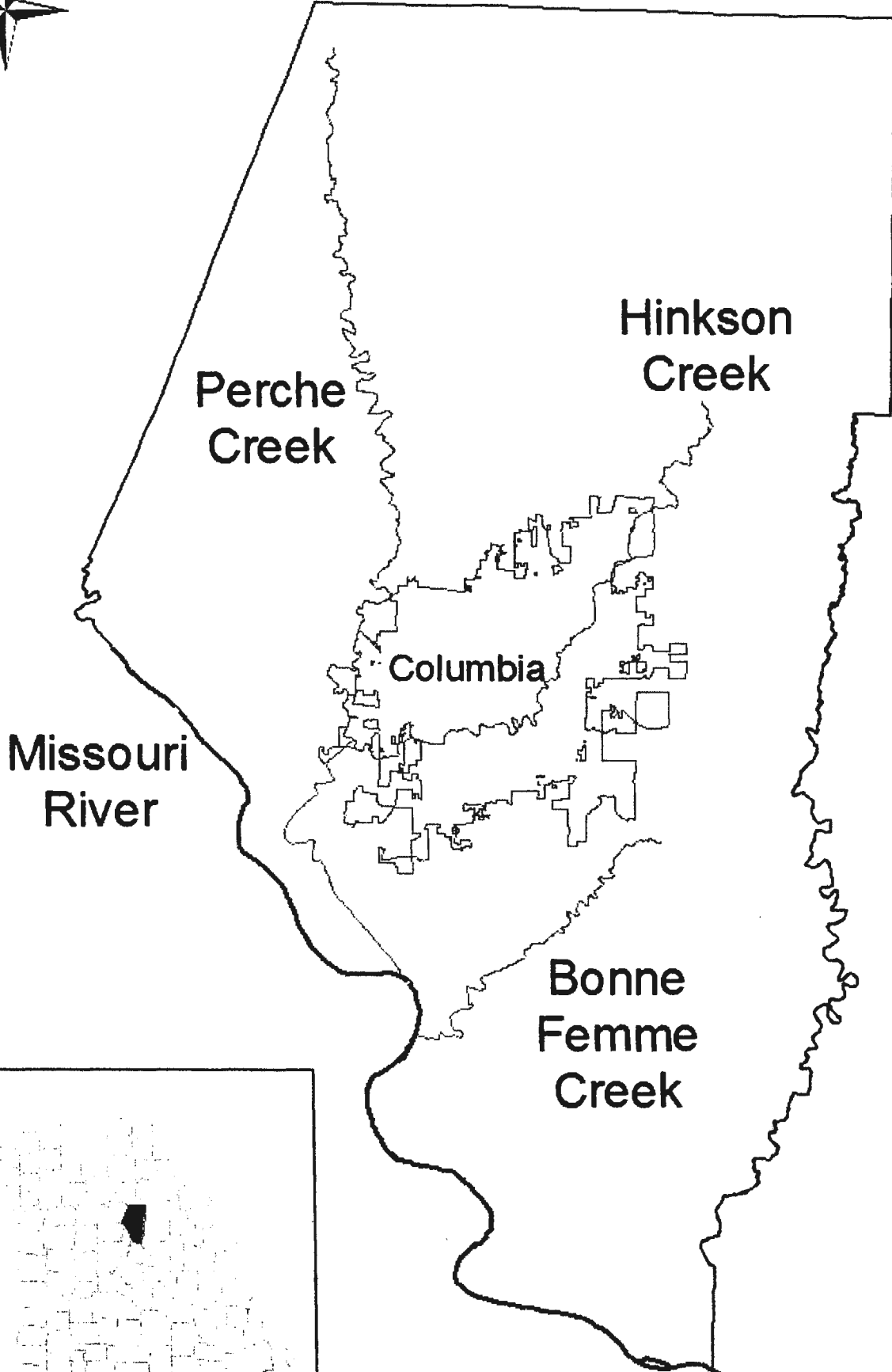
^aExcludes Chironomidae, ^bPercent (%) relative abundance, * = Variation or modification of a commonly used metric

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APPENDIX E

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 Hampton
EXECUTIVE DIRECTOR

Kathleen Stiles Danner
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

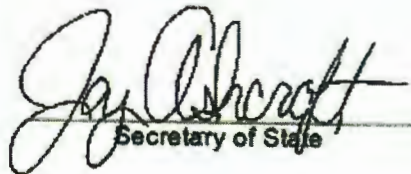
GEOSYNTEC CONSULTANTS, INC.

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

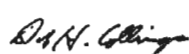
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood
	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com
INSURED Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Ins. Co. 19445
	INSURER B : Aspen American Insurance Company 43460
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Allianz Underwriters Insurance 36420
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268179	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			4489673 (AOS) 4489674 (MA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CX005GA18	04/01/2018	04/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893709 (AOS) 015893710 (CA) 015893711 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab /Contractors Pollution Liab			U5L00010218	04/01/2018	04/01/2019	Per Claim \$8,000,000 Aggregate \$10,000,000

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

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



APPENDIX F

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

April 9, 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

April 9, 2019
Date

Paul J. Sabatini, Vice President, Geosyntec Consultants

**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 April 9, 2019
Affiant Date

Paul J. Sabatini, Vice President
Printed Name

Subscribed and sworn to before me this 9 day of April, 2019.

Jenni 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.

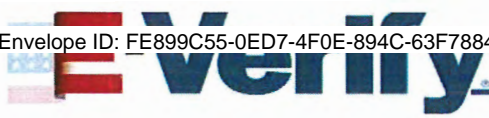
E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of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

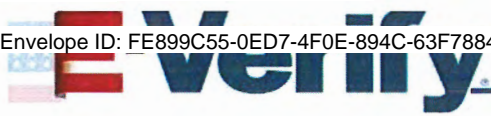
24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

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

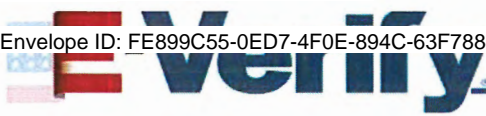
A. REFERRAL TO SSA

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.

Company ID Number: 1313958

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.

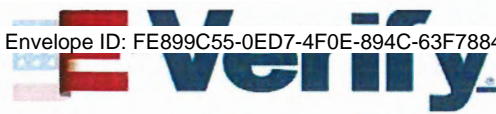
ARTICLE V SYSTEM SECURITY AND MAINTENANCE

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:

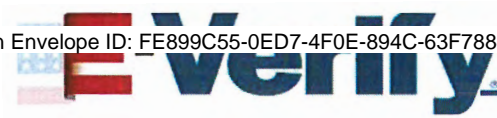
1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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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



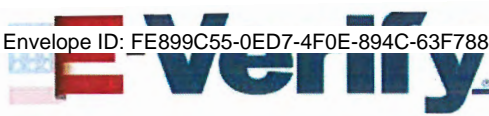
Company ID Number: 1313958

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.

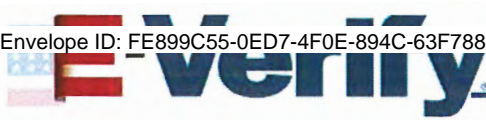
**ARTICLE VI
MODIFICATION AND TERMINATION**

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



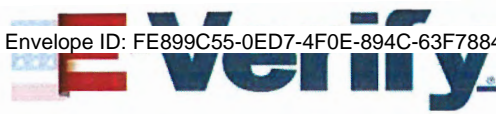
Company ID Number: 1313958

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) Jennifer Plauche Brown	Title
Signature Electronically Signed	Date 06/12/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/12/2018



Company ID Number: 1313958

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

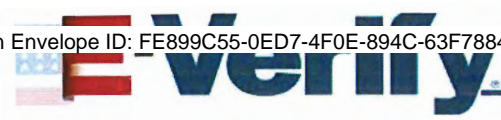


Company ID Number: 1313958

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)



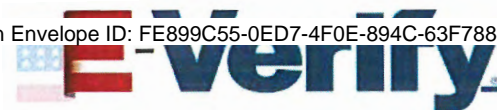
Company ID Number: 1313958

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



Company ID Number: 1313958

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

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 East Ash Street, Room 109
Columbia, Missouri 65201-4460

**RSQ# 05-17APR19 – Hinkson Creek Aquatic Macroinvertebrate
Data Mining Project Enclosed”**

April 17, 2019

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SIGNATURE _____

DATE _____



Geosyntec[▷]
consultants

2009 E. McCa
Jefferson City, Miss
PH 5
www.ge

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 East Ash Street, Room 109
Columbia, Missouri 65201-4460

**“Response to RSQ# 05-17APR19 – Hinkson Creek Aquatic Macroinvert
Data Mining Project Enclosed”**

April 17, 2019

SIGNATURE _____

DATE _____

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COUNTY OF BOONE, MISSOURI

REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ)

For an

ENVIRONMENTAL ANALYSIS STUDY:

HINKSON CREEK AQUATIC MACROINVERTEBRATE DATA MINING PROJECT

RSQ # 05-17APR19

**Statement of Qualification Submittal Deadline:
2:00 P.M. CST on April 17, 2019**

*Insertion Date Paper #1: March 1, 2019
COLUMBIA MISSOURIAN*

*Insertion Date Paper #2: March 6, 2019
COLUMBIA DAILY TRIBUNE*

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 the HINKSON CREEK AQUATIC MACROINVERTEBRATE DATA MINING PROJECT

1. Introduction and Background:

- 1.1 The Boone County Purchasing Department is accepting sealed Request for a Statement of Qualifications responses 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 #: 05-17APR19 – Hinkson Creek Aquatic
Macroinvertebrate Data Mining Project**

- 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 **Wednesday, April 17, 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# 05-17APR19 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 Request for a Statement of Qualifications are 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@boonecountymo.org.
- 1.7 Responses to this RSQ will be posted at <http://www.showmeboone.com/purchasing/bids>.
- 1.8 Background:
- 1.8.1 Study site: The macroinvertebrate data to be analyzed during this project were collected from Hinkson Creek, located in Boone County, Missouri. Hinkson Creek Watershed is a mixed-land-use watershed with rural (primarily agricultural) and urban (through the City of Columbia) reaches. In 1998, the Missouri Department of Natural Resources (MDNR) placed Hinkson Creek on the Clean Water Act Section 303(d) list of impaired waters for failure to fully support aquatic life. The source of the impairment was listed as "urban nonpoint lagoon runoff." Both water body identification numbers for Hinkson Creek (MO_1007 and MO_1008) were included in the listing. The cause of impairment to macroinvertebrate communities was listed as "unspecified" pollutants (USEPA 2011). Subsequent bioassessment studies, water quality analyses and follow-up studies were unable to determine a specific cause of impairment (MDNR 2003, 2006, and others).
- 1.8.2 Macroinvertebrate sampling protocol (language taken directly from reference MDNR 2006): The biological assessment monitoring was conducted according to the MDNR Semi-Quantitative Macroinvertebrate Stream Bioassessment Project Procedure (SMSBPP: MDNR 2003)¹. In summary, macroinvertebrates were collected using a multi-habitat sampling method. The sampling was conducted in a stream reach approximately twenty times the average width of the stream and

¹ The SMSBPP was revised in 2012 and undergoes review every three years per MDNR policy. The most recent project procedure is available at <https://dnr.mo.gov/env/esp/SOP/Semi-quantMacroStreamBioassessmentProjectProcedure.pdf>

encompassed two riffle sequences or two meander sequences. Hinkson Creek is considered a “riffle / pool” predominant stream and, therefore, macroinvertebrate samples were collected from three predominant habitats: flowing water over coarse substrate (e.g., riffle); non-flowing water over depositional substrate (e.g., pool); and root-mat substrate. Each macroinvertebrate sample was a composite of six subsamples within each habitat. The sampling periods occurred during periods of stable base flow before peak aquatic insect emergence times. In general, macroinvertebrate sampling occurs in the spring from mid-March through mid-April and in the fall from mid-September through mid-October.

1.8.3 Biological assessment methods (language based on MDNR (2006) but with updated biological criteria tables for both MDNR sample seasons):

Macroinvertebrate identifications were made to the lowest possible taxonomic level (usually genus or species) and according to MDNR-FSS-209 *Taxonomic levels for Macroinvertebrate Identifications* (MDNR 2005b)². The macroinvertebrates from each habitat were evaluated using the following metrics:

- a) Taxa Richness (TR):
Reflects the health of the community through a measurement of the number of taxa present. In general, the total number of taxa increases with improving water quality, habitat diversity, and habitat suitability. Taxa Richness is calculated by counting all taxa from the subsampling effort.
- b) Ephemeroptera/Plecoptera/Trichoptera Taxa (EPT Taxa):
Is the total number of distinct taxa within the orders Ephemeroptera, Plecoptera, and Trichoptera. This value summarizes taxa richness within the insect taxonomic orders that are generally considered to be pollution sensitive. The EPT Taxa index generally increases with higher water quality.
- c) Biotic Index (BI):
Developed as a means to detect organic pollution. Tolerance values for each taxon range from 1 to 10, with higher values indicating increased tolerance.
- d) Shannon Diversity Index (SDI):
Is a measure of community composition that takes into account both richness and evenness. It assumed that a more diverse community is a more healthy community. Diversity increases as the number of taxa increases and as the distribution of individuals among those taxa is more evenly distributed.

² The *Taxonomic Levels for Macroinvertebrate Identifications* Standard Operating Procedure is updated every three years per MDNR policy to reflect changes in taxonomy and new taxa records for the State of Missouri. The most recent 2016 version can be found at <https://dnr.mo.gov/env/esp/SOP/MDNR-ESP-209.pdf>.

- 1.8.4 The above four metrics were aggregated into a single value presented as the Stream Condition Index (SCI). The SCI is calculated according to SMSBPP (MDNR 2003c) for each season and year and is based upon data collected from reference streams with the same EDU as the study stream. The SCI scores were divided into three categories. Study reaches that scored from 16-20 were considered fully biologically supporting, scores from 10-14 were considered partially biologically supporting, and scores of 4-9 were considered non-biologically supporting of aquatic life.
- 1.8.5 The study stream was then evaluated by calculating the metrics, scoring them using the scale determined in the SCI, and totaling the scores into a single value. The study stream is then ranked for aquatic life sustainability using the following criteria for Warm Water Reference Streams in the Ozark/Moreau/Loutre Ecological Drainage Unit:

Table 1. Spring Biological Criteria Threshold Values for the Ozark/Moreau/Loutre Ecological Drainage Unit

	Score =5	Score =3	Score =1
TR	>71	71-35	<35
EPT Taxa	>17	17-9	<9
BI	<6.4	6.4-8.2	>8.2
SDI	>2.80	2.80-1.40	<1.40

Table 2. Fall Biological Criteria Threshold Values for the Ozark/Moreau/Loutre Ecological Drainage Unit

	Score =5	Score =3	Score =1
TR	>73	73-37	<37
EPT Taxa	>15	15-7	<7
BI	<6.8	6.8-8.4	>8.4
SDI	>3.18	3.18-1.59	<1.59

2. Scope of Work

- 2.1 General Requirements: The contractor shall assist the Hinkson Creek Collaborative Adaptive Management process (CAM) in the computation and interpretation of aquatic macroinvertebrate community-level indicators using the existing Missouri Department of Natural Resources (MDNR) data sets available for stream sites in the Hinkson Creek watershed (2001-2017). The data may be found on the MDNR website: https://dnr.mo.gov/mocwis_public/wqa/waterbodySearch.do, water body IDs 1007.00 and 1008.00, Hinkson Cr., Boone County.
- 2.2 The objective of these analyses and interpretation shall be to diagnose stressors causing aquatic life impairment in Hinkson Creek. Indicator metric values (**see Attachment One**) will be calculated and analyzed to compare stream sites and summarize trends over time.
- 2.3 All analysis and reporting shall be completed and submitted in final written form to the Boone County Resource Management Department no later than within one (1) year of the contract award date. The contract award date shall be determined after the pre-qualification process and after the County's acceptance of project pricing. Project pricing shall be negotiated between the pre-qualified vendor and the County subsequent to pre-qualification.
- 2.4 The contractor shall understand and agree that all data collected as part of the study shall adhere to the data management plan prepared by the County, signed by the contractor, and incorporated into the contract. The contractor shall understand and agree that all data and analysis shall be considered public information.
- 2.5 The contractor must provide numerical values for macroinvertebrate community metrics and synthesis of diagnostic indicators to aid in the evaluation of causes for aquatic life impairment, as specified below:
- 2.6 Specific Task Requirements:
- 2.6.1 The contractor shall provide the following services to include but not necessarily be limited to:
- 1) Calculation of numerical values for indicator metrics at all stream sites (11 sites total, see **Attachment One**) and for all time periods for the raw macroinvertebrate community data that are currently available.
 - a. Classify macroinvertebrate taxa and assign pollution tolerance values as needed for calculation of indicator metrics, including organic nutrient enrichment, deposited sediment, hydrologic stressors, trait states, and any other tolerance values available in the literature.
 - 2) Determination of indicator macroinvertebrate species and site comparisons based on taxonomic presence/absence.
 - a. Analyses of existing spreadsheets using appropriate software for determining presence / absence of individual macroinvertebrate

- taxa among sites and between site categories (rural v. urban, Hinkson v. reference sites, etc.).
 - b. Compare presence / absence of indicator species among Hinkson Creek sites, between Hinkson and other reference sites, and trends over time.
- 3) Interpretation of resulting macroinvertebrate indicator data as follows:
- a. Summary statistics, including statistical comparisons among sites and groups of sites (urban v. rural, Hinkson v. reference, etc.), while using appropriate scaling and data transformations where necessary
 - b. Correlation analysis between indicator metric values and environmental variables that are available for the sites from previous work (water quality parameters, habitat quality scores, hydrological variables such as flow metrics, etc.)
 - c. Analysis of trends in indicator metric values over time for individual sites, groups of sites (rural v. urban, Hinkson v. reference)
 - d. Analysis of site differences and trends for stressor-specific metrics, such as those for deposited sediment tolerance, hydrologic alteration, nutrient loading, etc.
 - e. Analyses to determine “best” indicator metrics for stressor identification and assemblage of multi-metric indices for diagnosing causes for aquatic life impairment in Hinkson Creek
- 4) Develop assessment tools to aid the CAM process in further monitoring and evaluation of aquatic life in Hinkson Creek, as well as to provide materials for outreach and education, including but not limited to the following:
- a. Develop a database that includes quick public access to metric values, results of statistical comparisons, and evidence of stressor identification and aquatic life diagnosis
 - b. Identify aquatic life thresholds and risks for specific stressors where appropriate
 - c. Recommend specific management alternatives for enhancing, maintaining, and preserving the integrity of aquatic macroinvertebrate communities in Hinkson Creek

2.7 Project Work Product and Deliverables:

2.7.1 As a result of the contractor’s analysis, the contractor shall provide at minimum each of the following work products to the County:

- 1) A schedule of project milestones at the outset of the project;
- 2) Monthly progress/project status meetings in person or remotely, via Skype or alternative remote methods. The contractor may report progress more frequently than monthly as needed;
- 3) Development of a database (see paragraph 2.6.1(4)(a) above) immediately after the metrics have been run. Data shall be made available in

accordance with the prescribed data management plan. The database shall be made available to the public via a link to the www.helpthehinkson.org website;

- 4) Provision of an interim presentation to the CAM Stakeholder Committee, Action Team, and Science Team via a single presentation on-site in Columbia, Missouri;
- 5) Finalization of the database and interpretation thereof;
- 6) Final report/presentation to the CAM Stakeholder Committee, Action Team, and Science Team via a single presentation on-site in Columbia, Missouri.

References:

- MDNR (Missouri Department of Natural Resources). 2003. Semi-Quantitative Macroinvertebrate Stream Bioassessment, effective date August 11, 2003. *
- MDNR. 2005b. MDNR-WQMS-209. Taxonomic Levels for Macroinvertebrate Identifications. Missouri Department of Natural Resources. Jefferson City, Missouri. *
- MDNR. 2006. Phase III Hinkson Creek Stream Study. Columbia, Missouri. Boone County. Missouri Department of Natural Resources.
- USEPA (United States Environmental Protection Agency). 2011. EPA Region 7 Total Maximum Daily Load, Hinkson Creek (MO_1007_and_1008), Boone County, Missouri.

** The versions of these two documents have changed over the course of the sampling period (2001 – 2017) but the substance of the procedures has not changed substantially during that time.*

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 Wednesday April 17, 2019.**

- 3.1.2 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 the Hinkson Creek Aquatic Macroinvertebrate Study.
- 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.
- 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 State 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)

3.4.2 Employment of Unauthorized Aliens Prohibited:

- (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.



4. VENDOR STATEMENT OF QUALIFICATIONS RESPONSE PAGE

4.1 Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

4.2 **Company History:** The vendor should describe in the available space the company's background in performing aquatic macroinvertebrate studies, 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 the Boone County Aquatic Macroinvertebrate Hinkson Creek study:

The vendor should provide reference contact information below regarding provision of aquatic macroinvertebrate studies similar to the Boone County Hinkson Creek study 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 the aquatic macroinvertebrate study currently have:

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 the Hinkson Creek Aquatic Macroinvertebrate study for Boone County, 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:

4.11 Approach to Performing Scope of Work and Schedule: The vendor should describe the approach the vendor will take in conducting and completing the Hinkson Creek Macroinvertebrate Study as described herein, and include a schedule of milestone events with specific start and finish dates with delivery of finished work product to the County:

**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:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 Bidder*. If the vendor chooses option number two, then the vendor 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 STATE 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: 05-17APR19 – Request for Statement of Qualifications for Hinkson Creek Aquatic Macroinvertebrate Data Mining 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. 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

End of Document

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

July

2019

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 Sourcewell Cooperative Contract 121918-TKI – Trailers with Related Equipment, Accessories, and Services to purchase one (1) TKT16U Tilt-Utility Trailer from Trail King Industries, Inc. as well as the disposal of one (1) Loadcraft 2.5T Forms Trailer, fixed asset tag 10309 and one (1) Highway Trailer Co. 2.5T Forms Trailer, fixed asset tag 8803.

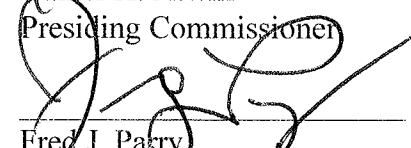
The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Disposal Forms.

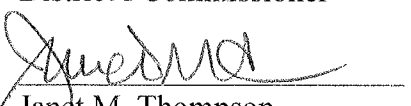
Done this 18th day of July 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission *DKB*


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 8, 2019
RE: Cooperative Contract: Sourcewell Contract #121918-TKI – Trailers with Related Equipment, Accessories, and Services

Road & Bridge requests permission to utilize the Sourcewell cooperative contract *121918-TKI – Trailers with Related Equipment, Accessories, and Services* to purchase one (1) TKT16U Tilt-Utility Trailer from Trail King Industries, Inc.

Cost of the purchase is \$12,025.38 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery & Equipment.

This is a replacement purchase and the contract price is \$12,025.38 less the sale price of \$500.00 yielding a net cost of \$11,525.38

The Purchasing department requests permission to dispose of the following surplus by sale:

Loadcraft 2.5T Forms Trailer
Fixed Asset Tag 10309

Highway Trailer Co. 2.5T Forms Trailer
Fixed Asset Tag 8803

cc: Greg Edington, RB
Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 06/18/2019

Fixed Asset Tag Number: 10309

Description of Asset: Loadcraft 2.5T forms trailer (pre - 1994)

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Serial # MB641175

Condition of Asset: Fair

Reason for Disposition: Item no longer utilized.

Location of Asset and Desired Date for Removal to Storage: NA

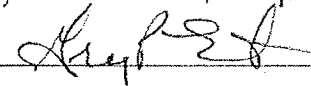
Was asset purchased with grant funding? YES NO

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: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 10-3-95

G/L Account for Proceeds 2040-3836 HA

Original Acquisition Amount \$2,269.00

Original Funding Source 2741

Account Group 1605

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 303-2019

Date Approved 7.18.19

Signature 

RECEIVED

JUN 27 2019

**BOONE COUNTY
AUDITOR**

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 06/18/2019

Fixed Asset Tag Number: 8803

Description of Asset: Highway Trailer Co. 2.5T forms trailer (pre - 1994)

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Serial # 117129

Condition of Asset: Fair

Reason for Disposition: Item no longer utilized.

Location of Asset and Desired Date for Removal to Storage: NA

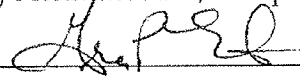
Was asset purchased with grant funding? YES NO

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: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 11-9-94

G/L Account for Proceeds 2040-3836 HQ

Original Acquisition Amount \$1,086.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

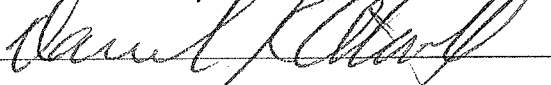
Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 303-2019

Date Approved 7-18-19

Signature 

RECEIVED

JUN 27 2019

**BOONE COUNTY
AUDITOR**

**PURCHASE AGREEMENT
FOR
TKT16U TILT-UTILITY TRAILER**

THIS AGREEMENT dated the 18th day of July 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Trail King Industries, Inc.**, 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) **TKT16U Tilt-Utility Trailer**, the Alamo Industrial quotation dated June 19, 2019, Sourcewell cooperative contract **121918-TKI** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract **121918-TKI** 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 one (1) TKT16U Tilt-Utility Trailer as follows:

TKT16U Tilt-Utility Trailer, 16,000 lb capacity	\$11,629.70
Freight Cost	\$395.68
Grand Total:	\$12,025.38

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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.

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

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

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

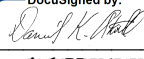
TRAIL KING INDUSTRIES, INC

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by:
5784C2F30066443...


By: Boone County Commission

Title District Sales Manager

 _____
DocuSigned by:
FALB91FC0EAE4E8
Daniel K. Atwill, Presiding Commissioner


APPROVED AS TO FORM:

ATTEST:

 _____
DocuSigned by:
7871DECE8D71DD
County Counselor

 _____
DocuSigned by:
BA0631E8
County Clerk

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.)

 _____
DocuSigned by:
A8DB184244D...
Signature

7/9/2019

2040-92300 - \$12,025.38

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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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.

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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.



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

Quote #: TK-58355.00

To: Boone County Road & Bridge\ Greg Edington
5551 S Tom Bass Rd.
Columbia, MO 65201

Attn: Greg Edington

Phone:

Fax:

Email: GEdington@boonecountymmo.org

PO #:

Issued:

Ref: TKT16U Sourcewell 121918 - TKI

Contact: Rod McFadden,

Phone:

Fax:

Email: RMcFadden@trailking.com

Est.

Comp.

Expires: July 19, 2019

FOB:

TKT16U Tilt-Utility Trailer, 16,000 lb capacity

13925-TKT16U

13925 - STANDARD EQUIPMENT
Structural steel main frame
Steel crossmembers

Red and white conspicuity markings

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
13925	Open Deck	TKT16U Tilt-Utility Trailer, 16,000 lb capacity			\$13,590	\$13,590
14469	Overall Width	102" overall width, 82" width between fenders				
11298	Hitch	Pintle Eye w/ 5' Tongue; adjustable coupler height				
14467	Hitch	Safety chains with hooks				
14468	Landing Gear	12,000 lb. HD jack with spring foot				
11305	Deck Length	20' Deck (4' stationary with 16' tilt deck)(2 pair d-rings on stationary and 4 pair on tilt deck) (11 degree load angle)				
14470	Main Deck	23" Loaded deck height				
14471	Main Deck	4" Safety headboard				
14472	Main Deck	Cushioning cylinder				
14473	Main Deck	Star traction covered approach				
13928	Decking	1-1/2" Oak (raised)				
14474	Tie Downs	(6) Tie down brackets				
14475	Suspensions / Axles	8000 lb. Capacity (2 Axles)				



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Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

14476	Axle Spacing	34" Axle spacing
14478	Brakes	12-1/4" X 3-3/8" electric brakes on both axles, breakaway switch (with battery)
08182	Wheels (outside)	6.75 x 17.5 8-hole steel disc wheel
10058	Spare Wheel	No Spare Wheel
13969	Tires	Provider 215/75R17.5 - 16 ply
10059	Spare Tires	No spare tire
14436	Flaps, Mud Guards & Fenders	14 ga steel enclosed fenders (with fender bracket)
O9998	Lights / Electrical	Alternative Option Selected. See Add'l Options Section Below.
14479	Lights / Electrical	LED lights
14480	Lights / Electrical	Grote Electrical system (meets DOT regulations)
14481	Document Holder	Registration holder
08009	Paint	Epoxy primer
08024	Paint	Black S7203 with white decals

Section Total: \$13,590.00

13925-Additional Options

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
72288	Lights / Electrical - Special	72288 - TKT16U - Electrical plug at front to be 7 pole, round pin type connector ILO 7-pole RV plug.		(1)	\$92	\$92
					Section Total:	\$92.00

TOTALS

Weight (lbs) = -1

Total: \$13,682.00

Trade Discount (15%): (\$2,052.30)

Discounted Net: \$11,629.70



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Mitchell, SD 57301

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Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

Unit Sale Price:	\$11,629.70
F.E.T:	\$0.00
Freight:	\$395.68
Total Unit Sale Price:	\$12,025.38
Quantity of Units:	1
Total Sale Price:	\$12,025.38
Net Due:	\$12,025.38
Prices in US Dollars	

Sign Here: _____

Date: _____

Terms and Conditions

- Prices effective 9/24/2018. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure productions slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.



TRAIL KING Industries, Inc.

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Mitchell, SD 57301

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Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810



THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _____, Serial number: _____ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components		One Year 100%		

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1084 • Mitchell, SD 57301-7084 USA • 800-843-3324 • Fax: 605-995-4727 • www.trailking.com



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

(continued from front...)

Trail King Pneumatic Bulker Series:

All Trail King manufactured components	One Year 100%		
Frame, Struts, Vessel	Year 1 – 100%	Year 2 – 75%	Year 3 – 50%

Trail King Live Bottom Series:

The period of warranty is set forth as follows

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):

I.	Gear box, Motor and Drive Shaft, and Individual Chain Strands Only				
		Year 1 – 100%	Year 2 – 75%	Year 3 – 50%	Year 4 – 25%
					Year 5 – 25%
II.	Trail King manufactured components.		Year 1	100%	
	This excludes all hopper sheets.		Year 2	75%	

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):

I.	Chain, Gear box, Motor and Drive shaft.	Year 1	100%
II.	Components Manufactured by Trail King.	Year 1	100%
		Year 2	75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

LIMITATION OF LIABILITY: Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

LIMITATION OF REMEDY: In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Trail King Industries

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: *J. C. [Signature]* Date: 12-17-18

Sourcewell's clarification on exceptions listed above:

No exceptions noted

Contract Award
RFP #121918



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Trail King Industries Date: 12/17/2018

Company Address: 300 E Norway Ave

City: Mitchell State: SD Zip: 57301

CAGE Code/DUNS: 1BW06/068655018

Contact Person: Bruce Yakley Title: CEO

Authorized Signature: *Bruce D. Yakley* BRUCE D. YAKLEY
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121918-TKI

Proposer's full legal name: Trail King Industries

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
CDEF02A138D00488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7F12B8E817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-TKI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Trail King Industries, Inc.

Authorized Signatory's Title Dir. of Government Sales

Michael Heschke
VENDOR AUTHORIZED SIGNATURE

Michael Heschke
(NAME PRINTED OR TYPED)

Executed on 2/8, 2019

Sourcewell Contract # 121918-TKI

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Trail King Industries

Address: 300 E Norway Ave

City/State/Zip: Mitchel, SD 57301

Telephone Number: 800-843-3324

E-mail Address: sales@trailking.com

Authorized Signature: _____

Bruce D. Varley
BRUCE D. VARLEY

Authorized Name (printed): _____

Title: _____

CEO

Date: _____

DECEMBER 17, 2018

Notarized



Subscribed to before me this _____ day of _____, 2018

17th

December

Notary Public in and for the County of _____ State of _____

Dawson

SD

My commission expires: _____

2-1-2024

Signature: _____

Ellen Neugebauer



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **Trail King Industries, Inc.**

Questionnaire completed by: **Jon Duesterhoeft**

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Trail King Industries offers standard Net 30 terms with a 1% discount if paid within 10 days.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Trail King Industries' PEAK PERFORMANCE Finance department offers a full suite of financing options including loans, finance leases, and TRAC leases. Transactions up to \$250,000 can be approved with just a completed application and approval occurs within 24-48 hours. Up to 100% financing of the equipment (including FET) is available under both loan and lease options. Competitive rates are comparable with national leasing and financing companies. There is a minimum financing amount of \$15,000 with no upper limit.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Trail King will engage its entire dealer network to support and promote our newly acquired contract. They will be authorized to accept purchase orders from all Sourcewell Members.

Our dealers are required to provide the name of the purchasing entity and any affiliations they have before an order is accepted by Trail King. All orders coming into Trail King are coded by customer type. In the case of this contract, all orders would be coded as governmental and then verified against the Sourcewell membership list.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Trail King Industries fully accepts the P-card procurement and payment process with an additional 3% fee.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Trail King Industries' warranty encompasses all trailer models as well as parts and labor for all warranted items. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. The warranty excludes such parts or accessories which are not

defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than Trail King Industries or one of its authorized dealers.

A copy of our warranty is attached:

- ***Limited Warranty – Trail King***

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Trail King Industries' warranty terms do not impose usage restrictions, other than term limits, provided that the equipment is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Trail King Industries utilizes its dealer network to perform service work on most warranty issues. We require the purchaser to bring the trailer in question to one of our authorized dealer locations or they can take it to the facility of their choice if approved by Trail King. If necessary, Trail King will make arrangements to bring the unit to one of our factory locations or have our service truck visit the customer location.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

In the event that Trail King Industries cannot provide a certified technician, we will seek out preferred repair facilities that are close to the customer. Some individuals have relationships with repair facilities and would prefer to use them. Trail King's goal is to achieve the most time efficient way to repair any issues.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

All warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' equipment will be assigned, if contractually permitted, to the purchaser.

- What are your proposed exchange and return programs and policies?

The quoting and order management processes used by Trail King are very detailed and designed to alleviate any need for return. We have an expert sales and support staff with deep technical and application knowledge. They work with customers all the way through the process to make sure they receive the exact product needed. However, if something unforeseen were to occur which required this level of attention, Trail King would work with the customer to make sure it was resolved satisfactorily.

- 6) Describe any service contract options for the items included in your proposal.

Trail King Industries does not offer any service contract options.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Trail King Industries is offering a full line of trailer models covering the commercial, construction, agricultural, and material hauling markets. We are also offering a number of value-added services such as financing, refurbishment, and aftermarket parts.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Trail King Industries publishes its pricing through a number of model-specific price pages. The price pages are structured to price for the base model encompassing all the standard equipment on the first line. Subsequently, there are a number of categories listed under the base model pricing containing options and additions. At this time there are no special line-item or product-category discounts. All pricing for this proposal is based on a single, standard discount rate off list price, as described below.

See the following attachment for reference:

- ***Price Pages – Trail King***

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Trail King Industries is offering a 15% discount from our published list pricing.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Trail King Industries will offer an additional 2% discount on orders of five or more trailers. The discount is only applied when the purchaser orders five like-model trailers subject to a simultaneous manufacturing run.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Any sourced products outside of our current catalog would be added at cost plus our standard markup. The flat rate discount discussed above in this RFP would then apply. A *Price & Product Change Request Form* would also be submitted, if needed, to include that item in the contract for future use. Trail King Industries has a professional sourcing department that can efficiently find any trailer component needed at a competitive rate.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Trailer inspection and set-up is normally handled by one of Trail King Industries dealer representatives. This is handled on an hourly rate of \$150.00 per hour and is payable directly to the dealer representative. Freight charges are dependent on the trailer type and delivery location. See response to Question 14) below for more information.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Trail King's Transportation Department has a variety of options available. Most of our Material Hauling trailers (Side Dump, Bottom Dump, Live Bottom, and Aluminum Pneumatic) are tall and require us to hire a tractor and pull the unit to the proper destination. A cost is obtained from a carrier specializing in this form of transportation. This method is sometimes requested by the customer on other trailer models as well. We can also load a customer's unit on top of a trailer with other units that have a delivery destination similar to the Sourcewell Member. Trail King has established freight zones maps and rate schedules that correspond to the location of where the unit is manufactured. The Sourcewell Member is always welcome to call Trail King and discuss the method that works best for their situation or make their own shipping arrangements.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

We contract delivery to these locations using the best rates available. Our logistics department has extensive knowledge in shipping trailers all across the globe. Typically we will ship to the local dealer who can then pass freight costs through to the Sourcewell Member.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Trail King's Transportation Department will work with every customer to provide the best delivery option available. With numerous resources and a high volume of trailers shipped daily, all member agencies can be assured to receive their trailers in the most advantageous manner. Our logistics department has extensive knowledge and experience shipping trailers all across the globe and can help determine the best option for each customer.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Trail King will utilize the detailed processes that were implemented to audit and maintain their GSA contract. Resources from all internal departments were retained to develop and streamline a program. This program has worked extremely well since inception of our contract on January 2011.

Our dealers are required to provide the name of the purchasing entity and any affiliations they have before an order is accepted by Trail King. All orders coming into Trail King are coded by customer type. In the case of this contract, all orders would be coded as governmental and then verified against the Sourcewell membership list. All pricing is manually verified, on every order, at time of invoice. All Sourcewell member sales can thus be rolled up into a quarterly report for simple remittance of the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We are prepared to pay a fair and reasonable administrative fee of up to 2% as in our previous contract.

Industry-Specific Questions

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to *trailer* safety, strength, durability, and reliability that differentiate your offering in the marketplace.

Our manufacturing group runs an ISO-compliant Quality Management System (QMS) and thus maintains an extremely thorough quality process throughout our build process. The QMS encompasses everything including standard work instructions, quality inspection points at key process steps throughout manufacturing, and non-conformance reporting and resolution. We employ a train quality auditor team. All components are marked with serial numbers for traceability. All torque tools are calibrate and operated under strict procedures while digital torque tools are used for critical joings (u-bolts, wheel nuts, lug nuts, etc.). The quality team maintains digital torque records of these componendts on all trailers. There are full preventative maintenance programs on all equipment. Trail King runs an in-house weld training program and AWS weld certification program with AWS certified weld inspectors. Unlike much of the competition we weld all four joints of the trailer beams, which produces a superior result. We use a number of robotic welding machines to maintain a precise level of quality in certain key components. Further, operator training and certification is required for key pieces of manufacturing equipment to ensure a high quality.

Trail King utilizes high strength, high quality steel and aluminum in our trailers. We use up to 130ksi steel in our main beams and 80ksi steel for cross members. Each beam is individually calculated and designed per trailer and, as stated above, each beam is welded on all four corners for superior strength and durability. Each trailer’s crown is also individually calculated. All Trail King trailers are designed with exceptional safety factors.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered “industry-expected” and which you believe are “vendor differentiators.”

Our engineering team designs into every trailer ease of use practices. This includes sealed wiring harness to prevent corrosion, reduction in moisture build up such as holes located in areas where water is prevelant and plumb after paint including color coded air lines, vendor differentiators. Recommended maintenance and service is outlined in our comprehensive trailer manual, per industry expectations.

- 21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Trail King trailers consistently command top pricing at used equipment auctions because customers realize our trailers hold value far longer than our competition due to our industry leading features and reliability. Trail King Industries is also proud to offer a factory refurb program which helps our customers significantly extend the life of their trailers. Customers can receive free estimate for comprehensive refurbishments or specific repairs directly through our factory.

Signature: _____



Date: 12/17/2018

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121918-TKI

Proposer's full legal name: Trail King Industries

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42B8F817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-TKI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Trail King Industries, Inc.

Authorized Signatory's Title Dir. of Government Sales

Michael Heschke
VENDOR AUTHORIZED SIGNATURE

Michael Heschke
(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 121918-TKI

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, February 19, 2019

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:56p.m. with the following members present: Greg Zylka, Barb Neprud, Mark Gerbi, Scott Veronen, Ryan Thomas, Sharon Thiel, Sara Nagel, and Mike Wilson. Also present were Chris Lindholm, Pequot Lakes Schools Ex-Officios, Chad Coquette, Susan Nanik, Marcus Miller, Jamie Loken, Paul Drange, Mike Carlson, Jeremy Schwartz, Chris Klein, Mitchell McCallson, Machel Marshall and Danielle Wadsworth, Sourcewell staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as presented. Motion carried.

Mr. Zylka moved, seconded by Ms. Neprud to accept the minutes of the Regular Board Meeting held on January 15, 2019. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Mr. Zylka moved, seconded by Ms. Thiel to approve the Resolution of Signed Authority. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #98793 to #99151. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers #136 to #154. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve all Wire Transfers-Employee Expense reimbursements #687 to #820. Motion carried.

Ms. Thiel moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added January 1-31, 2019
- Permission to re-solicit the following categories:
 - Technology Solutions with Related Equipment and Accessories

Motion carried.

Mr. McCallson gave a day in the life of a Sourcewell employee presentation on his role as a Marketing Multimedia Production Coordinator.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Communication Technology Department.

Mr. Miller gave an update on the Government Relations/General Counsel Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments and the contracts awarded in January as noted in Appendix A.

Mr. Bautz gave an update on the Marketing and Membership Departments.

Ms. Thiel moved, seconded by Mr. Gerbi to approve the Resolution to Adopt and Approve Sourcewell 403b Plan. Motion carried.

Mr. Zylka moved, seconded by Ms. Nagel to approve the Executive Director/CEO Contract 2019-2022. Motion carried.

Mr. Carlson introduced the Budget Amendment-Indirect Cost Allocation.

Mr. Veronen moved, seconded by Ms. Thiel to approve the Interlocal Cooperative Agreement Licensing Specialist Services-Family Day Care (Region 5). Motion carried.

Mr. Gerbi moved, seconded by Ms. Neprud to approve the Sourcewell Employee Handbook. Motion carried.

Mr. Zylka moved, seconded by Ms. Nagel to approve hiring the following:

- a. Michael Munoz, Procurement Analyst III, effective February 11, 2019
- b. Brandon Town, Procurement Analyst III, effective February 11, 2019
- c. Stephanie Haataja, Procurement Analyst II, effective February 25, 2019
- d. Nicolas Scholer, Procurement Analyst II, effective April 8, 2019

Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to approve opening the following positions:

- a. Education Consultant (x2)
- b. Procurement Analyst (x2)
- c. ECSE Professional Development Facilitator
- d. Senior Education Consultant

Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve Seniority/Anniversary List. Motion carried.

Mr. Thomas moved, seconded by Mr. Zylka to accept the retirement of Sara Hight, ECSE Professional Development Facilitator, effective February 13, 2019. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships and Sourcewell Technology.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 7:45 p.m. Motion carried.

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - FEBRUARY 2019**

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
Requesting Board permission to Re-Solicit the following categories:	
Technology Solutions with Related Equipment and Accessories	

NEW CONTRACTS		
Fastenal Company	121218-FAS	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
NAPA Integrated Business Solutions	121218-GPC	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
HD Supply Construction Supply	121218-HDS	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
Motion Industries, Inc.	121218-MII	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
WESCO Distribution	121218-WES	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
W.W. Grainger, Inc.	121218-WWG	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
Felling Trailers, Inc.	121918-FTS	"Trailers with Related Equipment, Accessories and Services"
Globe Trailer manufacturing, Inc.	121918-GLB	"Trailers with Related Equipment, Accessories and Services"
Monroe Towmaster, LLC	121918-MNR	"Trailers with Related Equipment, Accessories and Services"
Trail King Industries	121918-TKI	"Trailers with Related Equipment, Accessories and Services"
NEW ezIQC CONTRACTS		
Contractor Name	Contract Number	Trade
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
PureGreen Services, LLC	040215-PGE	"Storage Products or Systems with Related Accessories"
PPG Architectural Finishes, Inc.	020515-PPG	"Paint and Wall Coverings with Related Supplies, Equipment and Services"
John Deere Construction Retail Sales	032515-JDC	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
DeBourgh Manufacturing Company	040215-DBM	"Storage Products or Systems with Related Accessories"
ezIQC ANNUAL RENEWALS		
The Lusk Group	OHGCDAGCOMA-013018-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCDAGCOMB-013018-FHP	
The Lusk Group	OHGCDAEOMA-013018-LUS	
The Lusk Group	OHGCDAHVOMA-013018-LUS	
The Lusk Group	OHGCDAROMA-013018-LUS	
The Lusk Group	OHGCDACOMA-013018-LUS	
Perkins / Carmack Construction, LLC	OHGCDAGCOMC-013018-PCC	
Perkins / Carmack Construction, LLC	OHGCDACOMB-013018-PCC	
Custom Controls Group	OHGCDAGCOMD-013018-CCG	
Custom Controls Group	OHGCDAROMB-013018-CCG	
Custom Controls Group	OHGCDAHVOMB-013018-CCG	
Westside Paving & Excavating Inc.	OHGCDAAPOMA-013018-WPE	
Westside Paving & Excavating Inc.	OHGCDAWUIOMA-013018-	
Universal Contracting Corporation	OHGCDAGCOME-013018-UCC	
Whalen Electric LLC	OHGCDAEOMB-013018-WHE	

[Home \(/dashboard\)](#) > [List of Bidding \(/bidding/list\)](#) > [Solicitation Details](#)

Pending biddingo Approval

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template 

Solicitation Setting 



- Invite Bidders No
- Evaluate Response online No
- Internal Approval No

Solicitation Details 

Mandatory Information

Solicitation Type	ACAN	Solicitation Number	121918
Solicitation Name	Trailers with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement 

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date & Time	11/01/2018	Closing Date & Time	12/19/2018 16:30:00 CT

Basic Settings

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation

Publish Option Value Range for this Solicitation Not Applicable

Selected Categories

Automotive/ Industrial

Heavy Equipment/ Vehicles

Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.

Industrial Vehicles/ Equipment

Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview

Solicitation Overview

[Home \(/dashboard\)](#) > [List of Bidding \(/bidding/list\)](#) > [Solicitation Details](#)**Trailers with Related Equipment, Accessories, and Services**

121918

Closing Date: 12/19/2018 04:30:00 PM CT**Detail:**

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

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[\[SUPPORT \(Download Training Manuals\)\]](#) [\[/contactUs\]](#)

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

#121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 12/19/2018 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/2/2018

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **2nd** DAY OF **November**, 2018

Michelle Ropp

Michelle Ropp

Selah Farmer

Notary Public-State of Oregon

SOURCEWELL
TRAILERS WITH RELATED
EQUIPMENT, ACCESSORIES, AND
SERVICES
Proposals Due 4:30 pm,
December 19, 2018
REQUEST FOR PROPOSAL
Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time. 11643380
Published Nov. 2, 2018.



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11643380
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$999,999,999.00 (Not shown to suppliers)
Reference Number 0000134523
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 121918
Title Trailers with Related Equipment, Accessories, and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2019/02/15 01:00:00 AM EST - 2023/02/15 01:00:00 AM EST
Description Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Dates

Publication 2018/11/01 09:03:03 AM EDT
Question Acceptance Deadline 2018/12/12 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2018/12/19 05:30:00 PM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing Lump sum
Pricing Lump sum
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	No

Documents

Documents

Document	Size	Uploaded Date	Language
Merx Trailers.pdf [pdf]	88 Kb	2018/11/01 09:02:11 AM EDT	English

Categories

Selected Categories

MERX Category (1)

U **Other**
Other

U **Undefined**
Undefined

UNSPSC (1)

25000000 **Commercial and Military and Private Vehicles and their Accessories and Components**

25180000 **Vehicle bodies and trailers**

25181700 **Product and material trailers**

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
-------------------	--------------	---------------	------	----------------

No document has been requested yet.

Carol Jackson

From: Carol Jackson
Sent: Thursday, November 1, 2018 8:04 AM
To: twatson@onvia.com
Subject: RFP for Advertisement (Trailers)

Please advertise in any free editions you have.

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Thank you,

Carol Jackson | Procurement Analyst III

Office: 218-894-5481

Website: www.sourcewell-mn.gov





The New York State Contract Reporter

This document printed
Wednesday, 10/31/2018

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Trailers with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 121918

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/01/2018

Due Date/Time: 12/19/2018 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov



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Bid RFP #121918 - Trailers with Related Equipment, Accessories, and Services

[\[Switch to Vendor View\]](#)

<p>Bid Type RFP</p> <p>Bid Number 121918</p> <p>Title Trailers with Related Equipment, Accessories, and Services</p> <p>Start Date Nov 1, 2018 9:56:34 AM CDT</p> <p>End Date Dec 19, 2018 4:30:00 PM CST</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168  rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
---	--

Description

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov.

Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Delivery Information

James Voelker, Sourcewell,
202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date **Nov 27, 2018 10:00:00 AM CST**
Location **WebEx Conference**
Notes **Pre-proposal login information will be sent by email two days prior.**

Documents

No Documents for this bid

Customer Support: agency support@publicpurchase.com | Copyright 1999-2018 © | The Public Group, LLC. All rights reserved.



Carol Jackson

Subject: FW: Sourcewell RFP #121918 Trailers for ad November 1, 2018



Opportunity Notice
TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document (s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization: Rural Municipalities of Alberta (RMA)

Organization Address:

Reference Number: AB-2018-06635

Solicitation Number: 2018-121918

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 11/01/2018
02:30:00 PM Alberta Time

Closing (MM/dd/yyyy): 12/19/2018
04:30:59 PM Alberta Time

Last Update (MM/dd/yyyy): 11/01/2018
02:25:24 PM Alberta Time

Agreement Type: NWPTA/TILMA & CFTA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:
 N2330J: Trailer, Refrigerator
 N2330F: Trailer, Low Bed
 N2330S: Trailer, Auto
 N2330V: Trailer, Specially Equipped
 N2330M: Trailer, Tank
 N2330Q: Trailer, Utility
 N2330P: Trailer, Tilt Deck
 N2330B: Trailer, Cargo Van
 N2330W: Trailer, Dump
 N2330: Trailers
 N2330E: Trailer, Light, 5th Wheel

Response Submission:

4.8 All proposals must be properly labeled and sent to "Sourcewell, 202 12th Street NE Staples, MN 56479."

Response Contact:

Voelker, James
Procurement Lead Analyst
202 - 12th Street NE
Staples, MN 56479
Tel: (218)895-4191
Email: james.voelker@sourcewell-mn.gov

Response Specifics:

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response.

The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP; 4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material

that you provide in a hard copy format.

As a public agency, Sourcewell's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message "Hold for Proposal Opening," and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

Opportunity Description:

The scope of this RFP is to award a contract to a qualifying vendor defined as a professional consultant, service provider, or technical expert, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Miranda Andersen

Business Services Coordinator



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0003927268	REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint P

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS

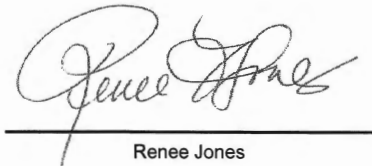
Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.
 3927268

State of South Carolina
County of Richland

I, Renee Jones, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:
 November 01, 2018



Renee Jones
 Inside Classified Accounts
 Representative

Subscribed and sworn to before me on this 13th day of November in the year of 2018




Kristie Moore
 Notary Public for South Carolina
 My Commission Expires:
 December 20, 2027

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."



Cooperative Purchasing ▾

Services & Programs ▾

News



Join

OPEN

Trailers with Related Equipment, Accessories, and Services

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Pre-Proposal Conference: November 27, 2018 at 10:00 am CT

Sealed proposals due: December 19, 2018 at 4:30 pm CT

Proposals will be publicly opened: December 20, 2018 at 8:30 am CT

Sourcewell reserves the right to reject any and all proposals.

To obtain RFP documents complete the form below:

Important Dates

Sealed Responses Due:



[About](#) [Compliance & Legal](#) [Solicitations](#) [Careers](#) [Contact](#)



[Sourcewell for Vendors](#) →

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NOTICES

PUBLIC NOTICES

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

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WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL,
Accounting Dept
PO BOX 219

ACCOUNT NUMBER

9001496962

DATE

11/1/2018

STAPLES MN 56479

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001230409 /

PUBLICATION SCHEDULE

START 11/01/2018 END 11/01/2018

CUSTOMER REFERENCE NUMBER

RFP for Advertisement - Trailers

CAPTION

REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint Powers Alliance (N

SIZE

40 LINES

1 COLUMN(S)

TIMES

3

TOTAL COST

91.80

REQUEST FOR PROPOSALS
Sourcewell, formerly the National Joint Powers Alliance (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P. O. Box 219, Staples, MN 56479, or by e-mail at RFPA@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.
1230409 UPAJLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint Powers Alliance (NJPA), on behalf of Sourcewell and its current and potential member agencies, wh** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 11/01/2018 End 11/01/2018

DATE 11/1/2018

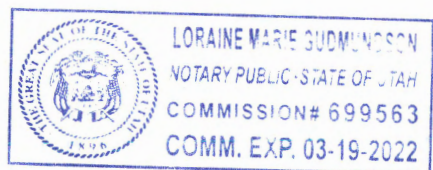
SIGNATURE Jae Levi

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 1ST DAY OF NOVEMBER IN THE YEAR 2018

BY JAE LEVI



Loraine Marie Gudmundson
NOTARY PUBLIC SIGNATURE

COMMENT AND REVIEW

to the

REQUEST FOR PROPOSAL (RFP) #121918

Entitled

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

The following advertisement was placed in the print and online version of Oregon's *Daily Journal of Commerce* on November 2, 2018, in the print and online version of *USA Today*, in the print and online version of *The Salt Lake Tribune*, in the print and online version of South Carolina's *The State* on November 1, 2018 and the Sourcewell website www.sourcewell-mn.gov, *Biddingo*, *MERX*, *The New York State Contract Reporter* website www.nyscr.ny.gov, *Onvia* www.onvia.com, and *PublicPurchase.com*.

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

Able Equipment Rental	Lone Star Mower
Advance Metalworking Co., Inc.	Mac Trailer Manufacturing Inc
Advantage GSA Consulting LLC	Matheny Motors Truck Company
Airgas LLC	MGS Inc
Aluma	Midwest Trailer Manufacturing
American Cargo Group	Monroe Towmaster
American Carrier Equipment Trailer Sales, LLC	Pequea Machine Corp
AMM Enterprises Inc.	Pioneer Truckweld
Bay State Truck & Trailer, Inc.	Pitts Enterprises, Inc.
Becker Custom Trailers	Prime Vendor Inc.
Bid Ocean, Inc.	Quality Vans
Bonnell Industries	Rolling Star Manufacturing
Border Equipment	Royal Truck & Equipment
Brooks Brothers Trailers	Sightline, Inc
BWS Manufacturing	SmartProcure
Campbell's Equipment Company	Spector Manufacturing Inc.
Dell Rapids Custom Trailers, Inc.	Stalker Radar
Dragon Products/Ranco	State of Maine
Eager Beaver Trailers	State of Virginia

East Manufacturing Corp.	Stephan L. Green Trailers
Eddie's Truck Center	Sustainable Modular Management, Inc
Embankscape Equipment LLC	Talbert Manufacturing, Inc.
Express Custom Manufacturing	Thunder Creek Equipment
Felling Trailers	Titan Tool
FL Research Inc.	TPD Trailers Inc.
Fontaine Trailer Company	Trail King
FST Canada Inc. o/a Joe Johnson Equipment	Tri Tank Corp
Gerling and Associates, Inc.	Trius Inc
Globe Trailers	Trout River Industries
Holden Industries, Inc.	Vallee Inc.
Impel Transport	Valor Holdings LLC
Intercontinental Truck Body Ltd.	Verde Inc.
Interstate Trailers, Inc.	Vermeer High Plains
J & J Trailers Manufacturers and Sales Inc.	Via Trailers
J&J Truck Bodies & Trailers	Voyager Industries
KM International Inc.	Walker Mowers
Langefels Equipment Co. LLC	West Mark, Inc.
LGS Pace, LLC	

Proposals were opened on December 20, 2018, at Sourcewell, formerly the National Joint Powers Alliance (NJPA) offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Certified Stainless Services, Inc., dba West-Mark
 Felling Trailers
 General Engines Co., dba Eager Beaver Trailers
 Globe Trailer Manufacturing, Inc.
 Hayworth Equipment Sales Inc.
 Interstate Trailers, Inc.
 LDJ Manufacturing, Inc dba Thunder Creek Equipment
 LGS Industries
 MAC Trailer Manufacturing, Inc.
 Midwest Trailer Manufacturing LLC
 Monroe Towmaster, LLC.
 Talbert Manufacturing, Inc
 The Advance Metalworking Co., Inc.
 TPD Trailers Inc.
 Trail King Industries
 Trout River Industries

Sealed packages were also received from American Cargo Group, J&J Truck Bodies & Trailers, Look Trailers, and a second package from Trail King Industries, after the deadline for delivery of proposals. The untimely packages

were returned, unopened, to American Cargo Group, J&J Truck Bodies & Trailers, Look Trailers and Trail King Industries in accordance with the RFP terms.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM Sourcewell Procurement Lead Analyst
Greg Grunig, Sourcewell Procurement Lead Analyst
Brandon Town, CPSM, Sourcewell Procurement Analyst III
Carol Jackson, Sourcewell Procurement Analyst III

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all timely proposal responses met Level-One and Level-Two Responsiveness and were evaluated, except for the proposal submitted by LGS Industries. The proposal of LGS Industries was determined to be Level-One Non-Responsive because all required forms were missing the signature of an Authorized Representative.

Felling Trailers manufactures over 240 models of trailers in their standard product line that include semi, utility, dump, lowboy, hydraulic lift, flatbed, deck-over, drop-deck and tilt varieties. Felling's dealer network totals more than 400 locations to provide sales and service to Sourcewell Members throughout North America. Their trailers include features such as Air Ramps, Air Tilt and EZ Tilt solutions to make loading equipment simpler and safer. Felling Trailers offers Sourcewell Members a solid discount from their MSRP pricing.

Globe Trailer Manufacturing offers a broad selection of trailers including tag-along, lowboy, demolition dump, narrow fixed-neck, hydraulic tail, flatbed, drop-deck, sliding axle, folding neck, goose neck, enclosed and military-style models. Globe Trailer's dealer sales and service network covers all 50 states, US Territories and Canada along with over 350 locations additionally included in their service network. Globe Trailers backs up their products with structural warranties up to 10 years depending on the model of trailer purchased. Globe Trailers provides Sourcewell Members a competitive discount from their standard price list.

Monroe Towmaster provides a wide variety of trailers which include utility, drop-deck, drop-deck tilt, deck-over, rigid gooseneck, hydraulic tail, hydraulic detachable gooseneck, hydraulic dump, cable reel, tank and generator trailers. Their dealer network is comprised of over 1,300 locations across the United States and Canada. Monroe Towmaster utilizes Finite Element Analysis in the design and engineering of their trailers to develop a 2 to 1 margin safety factor. They are offering Sourcewell Members a considerable discount list price.

Trail King Industries manufactures an extensive selection of trailers including semi, utility, dump, lowboys, tags, flatbeds, deck-overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck and live bottom trailers. In addition, they can offer custom and hybrid versions of their trailers. Trail King's dealer network includes over 400 locations spread across the United States, Canada and international markets. Trail King's pricing proposal provides Sourcewell Members a significant discount from MSRP.

For these reasons, the Sourcewell, formerly NJPA, Proposal Evaluation Committee recommends award of Sourcewell Contract #121918 to:



Felling Trailers, Inc
Globe Trailer Manufacturing, Inc
Monroe Towmaster, LLC
Trail King Industries

#121918-FTS
#121918-GLB
#121918-MNR
#121918-TKI

The preceding recommendations were approved on February 7, 2019:

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Greg Grunig
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Greg Grunig, Sourcewell Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, Sourcewell Procurement Analyst III

DocuSigned by:
Carol Jackson
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Carol Jackson, Sourcewell Procurement Analyst III

Form G TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES



Possible Points	Certified Stainless Services, Inc., dba West-Mark	Felling Trailers	General Engines Co., dba Eager Beaver Trailers	Globe Trailer Manufacturing, Inc.	Hayworth Equipment Sales Inc.	Interstate Trailers, Inc.	LDJ Manufacturing, Inc dba Thunder Creek Equipment	MAC Trailer Manufacturing, Inc.	
	Conformance to Terms/ Conditions to Include Documentation	50	44	38	43	46	34	39	45
Pricing	400	306	326	316	345	205	315	316	263
Financial, Industry and Marketplace Successes	75	60	65	60	66	59	58	59	51
Bidder's Ability to Sell/ Service Contract Nationally	100	79	86	84	87	55	81	78	77
Bidder's Marketing Plan	50	42	41	37	43	38	36	46	30
Value Added Attributes	75	59	68	53	62	56	51	57	55
Warranty Coverages and Information	50	41	47	30	45	33	35	42	39
Selection and Variety of Products and Services Offered	200	146	180	141	163	146	149	129	133
Total Points	1,000	777	851	764	857	626	764	772	684
Rank Order		5	3.5	7.5	2	14	7.5	6	12

Possible Points	Midwest Trailer Manufacturing LLC	Monroe Towmaster, LLC.	Talbert Manufacturing, Inc	The Advance Metalworking Co., Inc.	TPD Trailers Inc.	Trail King Industries	Trout River Industries	
	Conformance to Terms/ Conditions to Include Documentation	50	37	44	35	36	29	43
Pricing	400	290	343	306	296	188	346	307
Financial, Industry and Marketplace Successes	75	45	64	60	55	46	64	63
Bidder's Ability to Sell/ Service Contract Nationally	100	54	90	78	57	56	84	71
Bidder's Marketing Plan	50	34	39	37	32	31	43	37
Value Added Attributes	75	47	59	57	52	52	68	55
Warranty Coverages and Information	50	39	44	40	41	30	41	40
Selection and Variety of Products and Services Offered	200	128	168	143	130	100	173	139
Total Points	1,000	674	851	756	699	532	862	748
Rank Order		13	3.5	9	11	15	1	10

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Sourcewell

DocuSigned by:
Greg Grunig
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Greg Grunig, Sourcewell

DocuSigned by:
Carol Jackson
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Carol Jackson, Sourcewell

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, Sourcewell

Proposal Opening Record

Date of opening: December 20, 2018

The public opening of all responses received to the Request For Proposal #121918 for the procurement of TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES was witnessed by the following individuals:

Michael Munoz, Sourcewell
James Voelker, Sourcewell
Kim Austin, Sourcewell
Carol Jackson, Sourcewell
Jed Klein, Sourcewell
Sheila Christoffersen, Sourcewell
Chris Robinson, Sourcewell
Josh Meech, Sourcewell

Responses were received from the following:

Certified Stainless Services, Inc., dba West-Mark - received 12/18/18 at 12:58:49 PM
Proposer deemed responsive

Felling Trailers – received 12/18/18 at 12:59:12 PM
Proposer deemed responsive

General Engines Co., dba Eager Beaver Trailers – received 12/18/18 at 12:59:33 PM
Proposer deemed responsive

Globe Trailer Manufacturing, Inc. - received 12/19/18 at 12:52:52 PM
Proposer deemed responsive

Hayworth Equipment Sales Inc. – received 12/13/18 at 11:01:57 AM
Proposer deemed responsive
Certificate of Insurance liability insufficient

Interstate Trailers, Inc. - received 12/17/18 at 11:03:35 AM
Proposer deemed responsive

LDJ Manufacturing, Inc dba Thunder Creek Equipment – received 12/18/18 at 12:59:00 PM
Proposer deemed responsive

LGS Industries – received 12/19/18 at 3:08:21 PM
Proposer deemed level-one non-responsive
All required forms missing signature of Authorized Representative
Certificate of Insurance omitted

MAC Trailer Manufacturing, Inc. - received 12/18/18 at 11:13:44 AM
Proposer deemed responsive
Certificate of Insurance omitted

Midwest Trailer Manufacturing LLC – received 12/17/18 at 9:39:34 AM
Proposer deemed responsive

Monroe Towmaster, LLC. – received 12/18/18 at 11:22:25 AM
Proposer deemed responsive

Talbert Manufacturing, Inc – received 12/19/18 at 11:10:10 AM

Proposer deemed responsive

The Advance Metalworking Co., Inc. – received 12/18/18 at 11:12:47 AM

Proposer deemed responsive

TPD Trailers Inc. – received 12/12/18 at 10:57:19 AM

Proposer deemed responsive

Form C missing signature of Authorized Representative

Certificate of Insurance omitted

Digital copy of proposal omitted

Trail King Industries – received 12/19/18 at 1:42:38 PM

Proposer deemed responsive

Trout River Industries – received 12/19/18 at 11:10:05 AM

Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

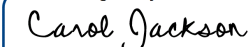
DocuSigned by:



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Chris Robinson, JD, Procurement Manager, Sourcewell

DocuSigned by:



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Carol Jackson, Procurement Analyst III, Sourcewell



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

December 20, 2018

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #121918

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

RFP Timeline

- November 1, 2018** **Publication of RFP** in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
- November 27, 2018**
10:00 a.m. CT **Pre-Proposal Conference** (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
- December 12, 2018** **Deadline for RFP questions.**
- December 19, 2018**
4:30 p.m. CT **Deadline for Submission of Proposals.** Late responses will be returned unopened.
- December 20, 2018**
8:30 a.m. CT **Public Opening of Proposals.**

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcwell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 3) on Sourcewell’s website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell’s Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

3.6.2 Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a professional consultant, service provider, or technical expert, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

3.17 Additional Scope Definitions: In addition to TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, this solicitation should be read to include, but not to be limited to:

3.17.1 Open and enclosed trailers including:

Semi, Utility, Dump, Lowboys, Tags, Hydraulic Lift, Flatbeds, Deck Overs, Drop-Deck Tilt, Rollbacks, Slide Axle, Tanker Trailers, Gooseneck, Car Haulers, Enclosed, Stock, Cargo, Sport, Mobile Offices, Concession, Walking Floor, Command Station, Roll-Off, Storage, Construction job, and Refrigerated Trailers

3.17.2 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.2.1 Proposers may include “related equipment, accessories, and services” in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on trailer manufacturing and not on a Proposer’s ability to provide turn-key solutions by upfitting a trailer with trailer mounted equipment.

3.17.2.2 The primary focus of this solicitation is on trailer manufacturing. This solicitation should **NOT** be construed to include:

- a. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Snow and Ice Handling Equipment, Supplies, and Accessories (See Sourcewell RFP #080818)
 - ii. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell RFP #012418)
 - iii. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies (See Sourcewell RFP #122017)
 - iv. Electrical Energy Power Generation with Related Parts, Supplies, and Services (See Sourcewell RFP #120617)
 - v. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - vi. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - viii. Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies (See Sourcewell RFP #042815)
 - ix. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #032515)

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability,

either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “Sourcewell, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under “Solicitations”) and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by James Voelker, Procurement Lead Analyst, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the Sourcewell Director of Procurement or a

representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$50 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged

to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services

may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 **ADDITIONS.** New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 **DELETIONS.** New products and related services may be deleted from a contract if an item is no longer available.

5.35 **PRICE CHANGES.** A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 Sourcewell uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of

points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes

the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

6.19.7 A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions

or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under Sourcewell contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the

requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [Sourcewell Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established

by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise

judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer’s personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

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Form A

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity’s name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer’s Ability to Sell and Deliver Service Nationwide

- 18) Describe your company’s capability to meet Sourcewell Member’s needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer’s response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer’s Signature: _____ **Date:** _____

Sourcewell’s clarification on exceptions listed above:

**Contract Award
RFP #121918**



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121918-XXX

Proposer's full legal name: TBD

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 121918-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 121918-XXX



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.
8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcwell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.
- 18) Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **trailer** safety, strength, durability, and reliability that differentiate your offering in the marketplace.
- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered “industry-expected” and which you believe are “vendor differentiators.”
- 21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	Form A: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound		
	Package containing your proposal labeled and sealed with the following language: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell’s Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

SOURCEWELL CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Bannock County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bear Lake County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Beneviah County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Bingham County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Blaine County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Boise County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Bonner County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonneville County	Coos County	Calhoun County	Emery County	Douglas County
Windward Community College	Boundary County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Butte County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grant County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sangre de Cristo County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Tooele County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
	Jerome County	Marion County	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	Municipality
	Municipality	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coalville	City of Arlington
	City of Arco	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Bellingham
	City of Blackfoot	City of Bend	City of Bennettville	City of Elk Ridge	City of Benton City
	City of Bliss	City of Boardman	City of Bishopville	City of Elmo	City of Bingen
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Black Diamond
	City of Boise	City of Brownsville	City of Cayce	City of Enterprise	City of Blaine
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bonney Lake
	City of Bovill	City of Canyon	City of Chesnee	City of Escalante	City of Bothell
	City of Buhl	City of Canyon Beach	City of Chester	City of Eureka	City of Bremerton
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Brewster
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Bridgeport
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Brier
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Buckley
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	City of Burien
	City of Castelford	City of Chiloquin	City of Denmark	City of Fountain Green	City of Burlington
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Camas
	City of Chubbuck	City of Clatsop	City of Easley	City of Garland	City of Carnation
	City of Clayton	City of Columbia City	City of Florence	City of Grantsville	City of Cashmere
	City of Clifton	City of Condon	City of Folly Beach	City of Green River	City of Castle Rock
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Harrisville	City of Centralia
	City of Council	City of Coquille	City of Fountain Inn	City of Heber City	City of Chehalis
	City of Craigmont	City of Cornelius	City of Gaffney	City of Helper City	City of Chelan
	City of Crouch	City of Corvallis	City of Georgetown		City of Cheney
					City of Chewelah

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Culesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Irwin	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Lorris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of London	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Mantt	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walla Walla	City of Naylor	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberley	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spokane City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toggaville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nookack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Olmick
	City of Rigginis	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
	City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
	City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
	City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
	City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
	City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
	City of Shoshone	City of Oakridge	Town of Jackson	Town of Bicknell	City of Port Angeles
	City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
	City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalga	City of Port Townsend
	City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
	City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
	City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
	City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
	City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
	City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
	City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
	City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
	City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
	City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
	City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
	City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
	City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzville
	City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
	City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
	City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
	City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
	City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
	City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
	City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
	City of Wilder	City of Sandy	Town of McCol	Town of Daniel	City of Sedro-Wooley
	City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
	Higher Education	City of Scio	Town of Meaggett	Town of Eagle Mountain	City of Sequim
	Boise State University	City of Scotts Mills	Town of Monck's Corner	Town of Elmo	City of Shelton
	College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
	College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
	Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
	Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
	Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
	Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
	North Idaho College	City of Silwerton	Town of North	City of Spokane Valley	City of Spargue
	University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Stanwood
	Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stevenson
	Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Sultan
	Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sumas
	Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sunner
	Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sunnyside
	Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Tacoma
	Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Takoa
	Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Tenino
	Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tieton
	Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Toledo
	Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Tonasket
	Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Toppenish
	Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Tukwila
	Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Tumwater
	Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Union Gap
	Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of University Place
	Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koossharem	City of Vader
	Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vancouver
	Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Waitsburg
	Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Walla Walla
	Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Wapato
	Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Warden
	Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Washougal
	Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Minersville	City of Wenatchee
	Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of New Harmony	City of West Richland
	Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of Newton	City of Westport
	Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Ophir	City of White Salmon
	Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Orderville	City of Winlock
	Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Paradise	City of Woodinville
	Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paragonah	City of Woodland
	Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Portage Utah	City of Yakima/Yakima County
	Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Randolph	City of Yelm
	Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Redmond	City of Zillah
	Garden Valley School District	City of Weston	Town of St. George	Town of Rockville	Consolidated Borough of Quil Ceda Village
	Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rocky Ridge	Grays Harbor Council of Governments
	Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rush Valley	Town of Almira
	Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Scipio	Town of Bucooda
	Grace Joint School District No. 148	City of Winston	Town of Summertown	Town of Scofield	Town of Carbonado
	Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Sigurd	Town of Cathlamet
	Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Springdale	Town of Clyde Hill
	Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Stockton	Town of Colton
	Homedale School District No. 370	City of Yamhill	Town of Swainsea	Town of Toquerville	Town of Conconully
	Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Torrey	Town of Concrete
	Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Tropic	Town of Coulee City
	Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Uintah	Town of Coulee Dam
	Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Vernon	Town of Coupeville
	Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville		
	Joint School District No. 2	Town of Lexington	Town of Wagener		

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Alken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Utah State University	Town of Harrah
Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
Melba School District No. 136	Oregon State University	Denmark Technical College	Utah Basin Applied Technology College	Town of La Conner
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah System of Higher Education	Town of Latah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah Valley University	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Weber State University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Education (K-12)	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	Alpine School District	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Beaver County School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Box Elder School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Cache County School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Canyons School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Carbon School District	Town of Napaevam
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Centro De La Familia De Utah Head Start Program School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Daggett School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Davis School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Duchesne County School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Emery County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Freedom Preparatory Academy School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Millard School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Arma School District 29	University of South Carolina, Aiken	Grand County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Granite School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Iron County School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Jordan School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Juab School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Kane County School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29R1	Abbeville County School District	Logan City School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 51	Alken County Public Schools	Millard School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Morgan School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Mountainland Head Start Program School District Office	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Murray City School District	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Nebo School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	North Sanpete County School District	Town of Washuacna
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Summit School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	Ogden City School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Park City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barrow School District No. 45	Plute County School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Berkeley County School District	Provo City School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 281	Blackville-Hilda Public Schools	Rich County School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Calhoun County School District	Rich School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Valley School District No. 262	Central Point School District No. 6	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vallivue School District No. 139	Central School District No. 131	Chester County School District	San Juan School District	Bellevue Community College
Vision Charter School District # 463	Clackamas Education Service District	Chesterfield County School District	Sevier School District	Bellingham Technical College
Wallace School District No. 393	Clatskanie School District No. 61	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Bonner County School District No. 83	Condon School District No. 25J	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Jefferson School District No. 253	Coos Bay School District No. 9	Colleton County School District	Tintic School District	Clark College
West Side School District No. 202	Coquille School District No. 8	Darlington County School District	Tooele County School District	Clover Park Technical College
Whitepine Joint School District No. 288	Corbett School District No. 39	Delta R-V School District	Utah School District	Columbia Basin Community College
Wildier School District No. 133	Corvallis School District No. 509J	Dillon County School District No. 1	Washington County School District	Community College of Spokane
Special District	Cove School District No. 15	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 4	Weber School District	Everett Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Diocese Of Charleston Schools	Special District	Evergreen State College
Ashahka Water and Sewer District	Culver School District No. 4	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Albion Highway District	Dallas School District No. 2	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Edgerfield County Schools	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Free Library District	Dayton School District No. 8	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
American Falls Housing Authority	Dayville School District No. 16J	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Atlanta Highway District	Douglas County School District	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
Avery Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Avondale Irrigation District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
Bayview Water and Sewer District	Dufur School District No. 29	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
Bear Lake County Library District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Bench Sewer District	Echo School District No. 5	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Benevah County Free Library District	Elgin School District	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Big Canyon Fire District	Elton School District No. 34	Greenwood County School District No. 50	Carbondale County Municipal Building Authority	Siskiyou Valley College
Blaine County Housing Authority	Enterprise School District No. 21	Hampton County School District No. 2	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Blaine County Recreation District	Escadade School District No. 108	Hampton School District No. 1	Carbon Water Conservancy District	Tacoma Community College
Bliss Fire District	Eugene School District No. 4J	Horry County Schools	Castle Valley Special Service District	University of Washington
Boise Basin Library District	Falls City School District	Jasper County School District	Cedar City Housing Authority	Walla Walla Community College
Boise City/Ada County Housing Authority	Fern Ridge School District No. 28J	John de la Howe School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Boise-Kung Irrigation District	Forest Grove School District	Kershaw County School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bonneville County Fire District No. 1	Fossil School District 21J		Central Davis County Sewer District	Washington State Student Achievement Council
Bruneau Valley District Library				

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511 J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Western Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney County School District No. 4	Marion County School District No. 7	Emery County Public District	Arlington Public Schools
Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Grand County Housing Authority	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordan Valley Water Conservancy District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Jordan Valley Water Conservancy District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Jordan Valley Water Conservancy District	Brimmon School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Regional Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lake County School District No. 17	Ware Shoals School District No. 51	Milford Area Healthcare Service District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chevelah School District No. 36
Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis County Sewer District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greenview County	Orary Park Water Improvement District	Colville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Rosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 207	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Wasco School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divia School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Fort Chester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Franklin County Housing Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 58
Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
Lewisston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Lincoln County Recreation District	Pinehurst School District No. 11	Frappier Island Public Service District	Timpangos Special Service District	Evergreen School District No. 205
Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Utah Animal Control and Shelter Special Service District	Finley School District
M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Utah County Municipal Building Authority	Franklin Pierce School District No. 402
Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Utah Fire Suppression Special Service District	Freeman School District No. 358
Madison Library District	Prospect School District	Greenville Arena District	Utah Health Care Special Service District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 2j	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 51j	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District No. 103
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24j	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 129j	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moreland Water and Sewer District	Santiam Christian Schools	Kingsport Water and Sewer District	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1j	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 48j	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellium School District No. 70
New Plymouth Fire District	Sherwood School District No. 88j	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4j	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chesee-Fingerville Water District	Wellville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 97j	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 45j3	Lugoff-Elgin Water Authority	State	Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	State Of Utah	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Health	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah State Legislature	Kititias School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Treasurer	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Milford Water and Sewer District	Tribal	La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority	Confederated Tribes of the Goshute Reservation	La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District	Kanosh Band of the Paiute Indian Tribe of Utah	LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Koosharem Band of the Paiute Indian Tribe	Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Northwestern Band of Shoshone Nation	Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23j	North Charleston Housing Authority	Paiute Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Skull Valley Band of Goshute Indians	Lakeview School District No. 306
Pioneer Irrigation District	Union School District No. 80 j	North Charleston Water District	Ute Indian Tribe	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47j	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 30j	Powersville Water District		Manfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District	Special District	Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Aumsville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Startex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District	Brownsville Rural Fire District	Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority	Cannon Beach Fire Protection District	Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Rural Fire Protection District	Chehalis Park and Recreation District	Williamsburg County Transit Authority		Okanogan School District No. 305
Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roebuck Water District		Omak School District No. 19
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District	Clackamas County Fire District No. 1	State		Onion Creek School District No. 30
West Boise Sewer District	Clackamas County Housing Authority	Santee-Lynches Regional Council of Governments		Orcas Island School District No. 137
West Bonner Library District	Clackamas County Water and Water Conservation District	South Carolina Department of Health and Environmental Control		Orchard Prairie School District No. 123
West Bonner Water and Sewer District	Clatskanie Park and Recreation District	South Carolina Department of Mental Health		Orient School District No. 65

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
	State	Columbia Improvement District			Pioneer School District No. 402
	Idaho Department of Administration	Columbia River People's Utility District			Pomery School District No. 110
	Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
	State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
	Tribal	Coos County Library Service District			Prescott School District No. 402-37
	Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
	Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
	Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
	Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
	Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Cleanwater School District No. 20
		Crooked River Ranch Special Road District			Quilcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Rearadan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Glenneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Summer School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			
		Lane Transit District			Special District
		Langlois Water District			Acme Water District No. 18
		LaPine Special Sewer District			Adams County Fire Protection District No. 1
		Lebanon Aquatic District			Adams County Mosquito Control District
		Lebanon Fire District			Aeneas Lake Irrigation District
		Lewis and Clark Rural Fire Protection District			Alderwood Water and Wastewater District
		Libby Drainage District			Alpine Water District
		Lim Berton Housing Authority			Anacortes Housing Authority
		Lookingglass Rural Fire District			Annapolis Water District
		Lorane Rural Fire Protection District			Asotin County Cemetery District No. 1
		Lowell Rural Fire Protection District			Asotin County Conservation District
		Lower Umpqua Hospital District			Asotin County Fire District No. 1
		Lusted Water District			Asotin County Housing Authority
		Madras Aquatic Center District			Asotin County Public Utility District No. 1
		Malheur County Housing Authority			Badger Mountain Irrigation District
		Malin Rural Fire Protection District			Bainbridge Island Metropolitan Park and Recreation District
		Mapleton Water District			Basin City Water/Sewer District
		Marion County Fire District No. 1			Bayview Beach Water District
		Marion Soil and Water Conservation District			Beacon Hill Water and Sewer District
		Medford Irrigation District			Beehive Irrigation District
		Merrill Rural Fire Protection District			Belfair Water District No. 1
		Metro			Bellevue Convention Center Authority
		McMinnville Water & Light			Bellingham Housing Authority
		Mid-County Cemetery Maintenance District			Bellingham Public Development Authority
		Middle Fork Irrigation District			Benton County Diking District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 2
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 4
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 5
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 6
		Molalla River Improvement District			Benton County Mosquito Control District
		Molalla Rural Fire Protection District No. 73			Benton County Public Utility District No. 1
		Monroe Rural Fire Protection District			Benton Irrigation District
		Morrow County Health District			Benton-Franklin Health District
		Mountain View Hospital District			Beverly Water District
		Mt. Angel Fire District			Birch Bay Water and Sewer District
		Multnomah County Drainage District No. 1			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 10			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 14			Buckhannon-Upshur County Airport Authority
		Nesika Beach-Ophir Water District			Burbank Irrigation District No. 4
		Neskokwin Regional Sanitary Authority			Carnhope Irrigation District No 7
		Neskokwin Regional Water District			Cascadia Conservation District
		Nestucca Rural Fire Protection District			Cedar River Water and Sewer District
		Netarts Oceanside Sanitary District			Central Klickitat County Park and Recreation District
		Netarts-Oceanside Rural Fire Protection District			Central Pierce Fire and Rescue District No. 6
		North Bay Rural Protection Fire District			Central Puget Sound Regional Transit Authority
		North Bend City/Coos-Curry Housing Authority			Central Valley Ambulance Authority
		North Central Public Health District			Chelan County Fire District No. 1
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 3
		North County Recreation District			Chelan County Fire District No. 5
		North Gilliam Cemetery District			Chelan County Fire District No. 6
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 7
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 8
		North Powder Rural Fire Protection District			Chelan County Fire District No. 9
		North Sherman County Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Unit Irrigation District			Chelan County Public Utility District No. 1
		Northeast Oregon Housing Authority			Chelan County/Wenatchee Housing Authority
		Northern Wasco County Park and Recreation District			Chelan-Douglas Health District
		Northern Wasco County People's Utility District			Chinook Water District
		Northwest Oregon Housing Authority			Chuckanut Community Forest Park District
		Nysa Road Assessment District No. 2			Clallam Conservation District
		Nysa Rural Fire Protection District			Clallam County Fire District No. 2
		Oak Hill Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Water District			Clallam County Fire Protection District No. 1
		Oceanside Water District			Clallam County Fire Protection District No. 3
		Ochoo West Sanitary District			Clallam County Fire Protection District No. 4
		Odell Sanitary District			Clallam County Hospital District No. 1
		Ontario Library District			Clallam County Housing Authority
		Oregon Fire Districts Association			Clallam County Parks and Recreation District No. 1
		Oregon Infrastructure Finance Authority			Clallam County Public Hospital District No. 2
		Oregon Trail Library District			Clallam County Public Utility District No. 1
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 10
		Owyhee Irrigation District			Clark County Fire District No. 11
					Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No-1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Elensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Sluslaw Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			FreeLand Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

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		West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Ward Memorial Park District Wickiup Water District Willamalane Park and Recreation District Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchelium Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No.1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District

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Lake Stevens Sewer District
 Lake Wenatchee Water District
 Lake Whatcom Water and Sewer District
 Lakehaven Utility District
 Lakewood Water District
 Lenora Water and Sewer District
 Lewis County Conservation District
 Lewis County Fire District No. 1
 Lewis County Fire District No. 11
 Lewis County Fire District No. 13
 Lewis County Fire District No. 18
 Lewis County Fire District No. 9
 Lewis County Fire Protection District No. 14
 Lewis County Fire Protection District No. 16
 Lewis County Fire Protection District No. 2
 Lewis County Fire Protection District No. 5
 Lewis County Fire Protection District No. 6
 Lewis County Fire Protection District No. 8
 Lewis County Hospital District No. 1
 Lewis County Public Facilities District
 Lewis County Public Utility District No. 1
 Lewis County Water District No. 1
 Lewis County Water District No. 3
 Lewis Public Transportation Benefit Area Authority
 Liberty Lake Sewer and Water District
 Lincoln County Fire District No. 1
 Lincoln County Fire District No. 4
 Lincoln County Fire Protection District No. 5
 Lincoln County Fire Protection District No. 6
 Lincoln County Fire Protection District No. 8
 Lincoln County Hospital District No. 3
 Lincoln-Adams County Fire Protection District No. 3
 Longview Housing Authority
 Lopez Island Library District
 Lower Elwha Housing Authority
 Lower Squilchuck Irrigation District
 Lummi Housing Authority
 Lummi Tribal Sewer and Water District
 Makah Housing Authority
 Malaga Water District
 Manchester Water District
 Manson Park and Recreation District
 Marshland Flood Control District
 Marysville Fire District
 Mason Conservation District
 Mason County Fire District No. 13
 Mason County Fire District No. 17
 Mason County Fire District No. 2
 Mason County Fire District No. 4
 Mason County Fire Protection District No. 5
 Mason County Fire Protection District No. 8
 Mason County Housing Authority
 Mason County Public Hospital District No. 1
 Mason County Public Utility District No. 1
 Mason County Public Utility District No. 3
 Mason County Transit Authority
 Methow Valley Irrigation District
 Mid-Columbia Library District
 Midway Sewer District
 Moab Irrigation District No. 20
 Moses Lake Irrigation and Rehabilitation District
 Mukilteo Water and Wastewater District
 Naches-Selah Irrigation District
 North Beach Water District
 North Central Washington Economic Development District
 North City Water District
 North County Regional Fire Authority
 North Highline Fire District
 North Perry Avenue Water District
 North Whidbey Park and Recreation District
 Northeast Sammamish Sewer and Water District
 Northshore Utility District
 Northwest Park and Recreation District No. 2
 Okanogan Conservation District
 Okanogan County Cemetery District No. 4
 Okanogan County Fire District No. 6
 Okanogan County Fire Protection District No. 11
 Okanogan County Housing Authority
 Okanogan County Public Hospital District No. 3
 Okanogan County Public Hospital District No. 4
 Okanogan County Public Utility District No. 1
 Okanogan Fire Protection District No. 16
 Okanogan Irrigation District
 Olympic View Water and Sewer District
 Olympus Terrace Sewer District
 Orcas Island Library District
 Orchard Avenue Irrigation District No. 6
 Oroville Housing Authority
 Oroville-Tonasket Irrigation District
 Othello Housing Authority
 Pacific Conservation District
 Pacific County Fire District No. 2
 Pacific County Fire Protection District No. 1
 Pacific County Fire Protection District No. 3

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Pacific County Public Healthcare Services District No. 3
 Pacific County Public Utility District No. 2
 Pacific Hospital Preservation and Development Authority
 Palouse Conservation District
 Pasco/Franklin County Housing Authority
 Pend Oreille County Fire District No. 2
 Pend Oreille County Fire District No. 4
 Pend Oreille County Fire District No. 5
 Pend Oreille County Library District
 Pend Oreille County Public Hospital District No. 1
 Pend Oreille County Public Utility District No. 1
 Peninsula Housing Authority
 Peninsula Metropolitan Park District
 Peshastin Irrigation District
 Peshastin Water District
 Pierce Conservation District
 Pierce County Fire District No. 13
 Pierce County Fire District No. 16
 Pierce County Fire District No. 18
 Pierce County Fire District No. 23
 Pierce County Fire District No. 27
 Pierce County Fire District No. 3
 Pierce County Fire District No. 5
 Pierce County Fire District No. 8
 Pierce County Fire Protection District No. 14
 Pierce County Fire Protection District No. 2
 Pierce County Fire Protection District No. 21
 Pierce County Housing Authority
 Pike Place Market Preservation and Development Authority
 Point Roberts Water District No. 4
 Ponderay Shores Water and Sewer District
 Port Ludlow Drainage District
 Prescott Joint Parks and Recreation District
 Prosser Fire District No. 3
 Prosser Public Hospital District
 Public Hospital District No. 1
 Public Hospital District No. 3
 Public Utility District No. 1
 Puyallup Tribal Health Authority
 Quilteute Housing Authority
 Quinalt Housing Authority
 Quincy-Columbia Basin Irrigation District
 Renton Housing Authority
 Richland Housing Authority
 Richland Public Facilities District
 Ronald Wastewater District
 Roza Irrigation District
 Sacheen Lake Sewer and Water District
 Sammamish Plateau Water and Sewer District
 San Juan Island Library District
 Saratoga Water District
 Scatchet Head Water District
 Seattle Chinatown International District Preservation and Development Authority
 Seattle Housing Authority
 Seattle Southside Regional Tourism Authority
 Selah-Moxee Irrigation District
 Si View Metropolitan Park District
 Silver Lake Flood Control District
 Silver Lake Water And Sewer District
 Silverdale Water District
 Skagit Conservation District
 Skagit County Cemetery District No. 2
 Skagit County Fire District No. 10
 Skagit County Fire District No. 11
 Skagit County Fire District No. 15
 Skagit County Fire District No. 9
 Skagit County Fire Protection District No. 13
 Skagit County Fire Protection District No. 14
 Skagit County Fire Protection District No. 2
 Skagit County Fire Protection District No. 3
 Skagit County Fire Protection District No. 4
 Skagit County Fire Protection District No. 5
 Skagit County Fire Protection District No. 8
 Skagit County Housing Authority
 Skagit County Public Hospital District No. 1
 Skagit County Public Hospital District No. 2
 Skagit County Public Hospital District No. 304
 Skagit County Public Utility District No. 1
 Skagit County Sewer District No. 1
 Skagit County Sewer District No. 2
 Skagit Valley Public Hospital District No. 1
 Skamania County Fire District No. 1
 Skamania County Fire District No. 4
 Skamania County Public Hospital District No. 1
 Skamania County Public Utility District No. 1
 Skamokawa Water and Sewer District
 Skyway Water and Sewer District
 Snohomish County Fire District No. 15
 Snohomish County Fire District No. 16
 Snohomish County Fire District No. 19
 Snohomish County Fire District No. 26
 Snohomish County Fire District No. 5
 Snohomish County Fire Protection District No. 1
 Snohomish County Fire Protection District No. 17

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					Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7 Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority

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					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District <hr/> State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority <hr/> Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
 City of Bristol
 City of Buena Vista
 City of Charlottesville
 City of Chesapeake
 City of Colonial Heights
 City of Covington
 City of Danville
 City of Emporia
 City of Fairfax
 City of Falls Church
 City of Franklin
 City of Fredericksburg
 City of Galax
 City of Hampton
 City of Harrisonburg
 City of Hopewell
 City of Lexington
 City of Lynchburg
 City of Manassas
 City of Manassas Park
 City of Martinsville
 City of Newport News
 City of Norfolk
 City of Norton
 City of Petersburg
 City of Poquoson
 City of Portsmouth
 City of Radford
 City of Richmond
 City of Roanoke
 City of Salem
 City of Staunton
 City of Suffolk
 City of Virginia Beach
 City of Waynesboro
 City of Williamsburg
 City of Winchester
 Town of Abingdon
 Town of Alberta
 Town of Altavista
 Town of Amherst
 Town of Appalachee
 Town of Appomattox
 Town of Ashland
 Town of Bedford
 Town of Berryville
 Town of Big Stone Gap
 Town of Blacksburg
 Town of Bluefield
 Town of Boones Mill
 Town of Bowling Green
 Town of Boyce
 Town of Boydton
 Town of Bridgewater
 Town of Broadway
 Town of Brodnax
 Town of Brookneal
 Town of Buchanan
 Town of Burkeville
 Town of Cape Charles
 Town of Cedar Bluff
 Town of Charlotte Court House
 Town of Chase City
 Town of Chatham
 Town of Cheriton
 Town of Chilhowie
 Town of Chincoteague
 Town of Christiansburg
 Town of Carement
 Town of Clarksville
 Town of Clifton
 Town of Clifton Forge
 Town of Clinchco
 Town of Clintwood
 Town of Coeburn
 Town of Colonial Beach
 Town of Columbia
 Town of Courland
 Town of Craigsville
 Town of Crewe
 Town of Culpeper
 Town of Damascus
 Town of Dayton
 Town of Dendron
 Town of Dilwyn
 Town of Drakes Branch
 Town of Dublin
 Town of Dumfries
 Town of Dungsannon

Special Districts

Accomack-Norhampton Transportation District
 Albemarle County Service Authority
 Albemarle-Charlottesville Regional Jail Authority
 Alexandria Redevelopment and Housing Authority
 Appomattox River Water Authority
 Bath County Airport Authority
 Bedford County Economic Development Authority
 Bedford Regional Water Authority
 Big Stone Gap Redevelopment and Housing Authority
 Blacksburg-Christiansburg-VPI Water Authority
 Blacksburg-Virginia Polytechnic Institute Sanitation Authority
 Blue Ridge Airport Authority
 Blue Ridge Crossroads Economic Development Authority
 Blue Ridge Regional Jail Authority
 Blue Ridge Soil and Water Conservation District
 Bristol Redevelopment and Housing Authority
 Brookneal-Campbell County Airport Authority
 Brunswick County Industrial Development Authority
 Buchanan County Industrial Development Authority
 Buena Vista Public Service Authority
 Campbell County Utilities and Service Authority
 Carroll County Industrial Development Authority
 Carroll-Grayson-Galax Solid Waste Authority
 Castlewood Water and Sewage Authority
 Central Shenandoah Planning District Commission
 Central Virginia Regional Jail Authority
 Central Virginia Waste Management Authority
 Charlottesville Redevelopment and Housing Authority
 Charlottesville-Albemarle Airport Authority
 Chesapeake Airport Authority
 Chesapeake Bay Bridge and Tunnel District
 Chesapeake Hospital Authority
 Chesapeake Redevelopment and Housing Authority
 Coeburn-Norton-Wae Regional Wastewater Authority
 Craie-New Castle Solid Waste Authority
 Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
 Culpeper Soil and Water Conservation District
 Cumberland Plateau Planning District Commission
 Cumberland Plateau Regional Housing Authority
 Cumberland Plateau Regional Waste Management Authority
 Danville Redevelopment and Housing Authority
 Danville-Pittsylvania County Regional Industrial Facilities Authority
 Dickenson County Industrial Development Authority
 Dickenson County Public Service Authority
 Dinwiddie Airport and Industrial Authority
 Dinwiddie County Water Authority
 District Three Governmental Cooperative
 Dryden Water Authority
 Eastern Shore of Virginia Broadband Authority
 Essex County Industrial Development Authority
 Fairfax County Economic Development Authority
 Fairfax County Park Authority
 Fairfax County Redevelopment and Housing Authority
 Fairfax County Water Authority
 Fauquier County Water and Sanitation Authority
 Floyd County Economic Development Authority
 Floyd-Floyd County Public Service Authority
 Franklin Redevelopment and Housing Authority
 Frederick County Sanitation Authority
 Fredericksburg Stafford Park Authority
 Frederick-Winchester Service Authority
 Front Royal-Warren County Economic Development Authority
 Ft. Monroe Authority
 Giles County Public Service Authority
 Greensville County Water and Sewer Authority
 Halifax County Industrial Development Authority
 Halifax County Service Authority
 Hampton Redevelopment and Housing Authority
 Hampton Roads Planning District Commission
 Hampton Roads Regional Jail Authority
 Hampton Roads Sanitation District
 Harrisonburg Redevelopment and Housing Authority
 Harrisonburg-Rockingham Regional Sewer Authority
 Headwaters Soil and Water Conservation District
 Hopewell Redevelopment and Housing Authority
 James River Water Authority
 John Flannagan Water Authority
 Joint Public Service Authority
 Lee County Industrial Development Authority
 Lee County Public Service Authority
 LENOWISCO Planning District Commission
 Lord Fairfax Soil and Water Conservation District
 Loudoun County Sanitation Authority
 Louisa County Water Authority
 Lynchburg Redevelopment and Housing Authority
 Marion Redevelopment and Housing Authority
 Maury Service Authority
 Mecklenburg-Brunswick Regional Airport Authority
 Meherrin River Regional Jail Authority
 Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
 Albemarle County Public Schools
 Alexandria City Public Schools
 Alleghany County Public Schools
 Amelia County Public Schools
 Amherst County Public Schools
 Appomattox County Public Schools
 Arlington County Public Schools
 Atlantic Shores Christian Schools
 Augusta County Public Schools
 Bath County Public Schools
 Bedford County Public Schools
 Bland County Public Schools
 Botetourt County Public Schools
 Bristol Virginia Public Schools
 Brunswick County Public Schools
 Buchanan County Schools
 Buckingham County Public Schools
 Buena Vista City Public Schools
 Campbell County Public Schools
 Caroline County Public Schools
 Carroll County Public Schools
 Charles City County School District
 Charlottesville County Public Schools
 Charlottesville City Schools
 Chesapeake Public Schools
 Chesterfield County Public Schools
 Clarke County School District
 Colonial Beach Schools
 Colonial Heights Public Schools
 Copper River School District
 Covington City Public Schools
 Craig County Public Schools
 Culpeper County Public Schools
 Craie-New Castle Solid Waste Authority
 Danville Public Schools
 Dickenson County Public Schools
 Dinwiddie County Public Schools
 Fairfax County Public Schools
 Falls Church City Public Schools
 Fauquier County Public Schools
 Floyd County Public Schools
 Fluvanna County Public Schools
 Franklin City Schools
 Franklin County Public Schools
 Frederick County Public Schools
 Fredericksburg City Public Schools
 Galax City Public Schools
 Giles County Public Schools
 Gloucester County Public Schools
 Goochland County Public Schools
 Grayson County Public Schools
 Greene County Schools
 Greensville County Public Schools
 Halifax County Public Schools
 Hampton City Schools
 Hanover County Public Schools
 Harrisonburg City Public Schools
 Henrico County Public Schools
 Henry County Public Schools
 Highland County Public Schools
 Hopewell Public Schools
 Imagine Schools
 Isle of Wight County Schools
 Greensville County Water and Sewer Authority
 King George County Public Schools
 King and Queen County Public Schools
 King William County Public Schools
 Lancaster County Public Schools
 Lee County Public Schools
 Lee County Public Schools
 Loudoun County Public Schools
 Louisa County Public Schools
 Lynchburg City Schools
 Madison County Public Schools
 Manassas City Public Schools
 Manassas Park City Schools
 Martinsville Public Schools
 Mathews County School District
 Mecklenburg County Public Schools
 Middlesex County Public Schools
 Montgomery County Public Schools
 Nelson County Public Schools
 New Kent County Schools
 Newport News Public Schools
 Norfolk Public Schools
 Northampton County School District
 Northumberland County Public Schools
 Norton City Public Schools
 Nottoway County Public Schools
 Orange County Public Schools

County

Accomack County
 Albemarle County
 Alleghany County
 Amelia County
 Amherst County
 Appomattox County
 Arlington County
 Bath County
 Bedford County
 Bedford County Public Service Authority
 Bland County
 Botetourt County
 Brunswick County
 Buchanan County
 Buchanan County Public Service Authority
 Buckingham County Board of Supervisors
 Campbell County
 Caroline County
 Carroll County
 Carroll County Public Service Authority
 Charles City County
 Charlotte County
 Charlottesville County
 Clarke County
 Craig County
 Culpeper County
 Cumberland County
 Dickenson County
 Dinwiddie County
 Essex County
 Fairfax County
 Fauquier County
 Fluvanna County
 Gloucester County
 Goochland County
 Grayson County
 Greene County
 Greensville County
 Halifax County
 Hanover County
 Henrico County
 Henry County
 Henry County Public Service Authority
 Highland County
 Isle of Wight County
 James City County
 King and Queen County
 King George County
 King George County Service Authority
 King William County
 Lancaster County
 Lee County
 Loudoun County
 Louisa County
 Lunenburg County
 Madison County
 Mathews County
 Mecklenburg County
 Middlesex County
 Montgomery County
 Nelson County
 New Kent County
 Northampton County
 Nottoway County
 Orange County
 Page County
 Patrick County
 Pittsylvania County
 Pittsylvania County Service Authority
 Powhatan County
 Prince Edward County
 Prince George County
 Prince William County
 Prince William County Service Authority
 Pulaski County
 Rappahannock County
 Richmond County
 Roanoke County
 Rockbridge County
 Rockbridge County Public Service Authority
 Rockingham County
 Russell County
 Scott County

Public Higher Education

Blue Ridge Community College
 Central Virginia Community College
 Christopher Newport University
 College of William and Mary
 Dabney S. Lancaster Community College
 Danville Community College
 Eastern Shore Community College
 Eastern Virginia Medical School
 George Mason University
 Germanna Community College
 J. Sargeant Reynolds Community College
 James Madison University
 John Tyler Community College
 Longwood University
 Lord Fairfax Community College
 Massanutten Technical Center
 Buckingham County
 New College Institute
 New River Community College
 Norfolk State University
 Northern Virginia Community College
 Old Dominion University
 Patrick Henry Community College
 Paul D. Camp Community College
 Piedmont Virginia Community College
 Radford University
 Rappahannock Community College
 Richard Bland College
 Rowanty Technical Center
 Southern Virginia Higher Education Center
 Southside Virginia Community College
 Southwest Virginia Community College
 State Council of Higher Education for Virginia
 Thomas Nelson Community College
 Tidewater Community College
 University of Mary Washington
 University of Virginia
 University of Virginia Foundation
 University of Virginia Health System
 University of Virginia, Wise
 Virginia College Savings Plan
 Virginia Commonwealth University
 Virginia Community College System
 Virginia Highlands Community College
 Virginia Military Institute
 Virginia Polytechnic Institute and State University
 Virginia State University
 Virginia Western Community College
 Wytheville Community College

State

State of Virginia
 Virginia Department of Behavioral Health and Developmental Services
 Virginia Department of General Services
 Virginia Department of Health
 Virginia Department of Health Professions
 Virginia Department of Public Works

Townships

Township of Green, Ross County

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Gate Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Trouville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Northern Virginia Regional Park Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock-Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Mauertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education

State

Townships

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address a Member’s specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor’s compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
- b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

Appendix D

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Appendix D

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

July

2019


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

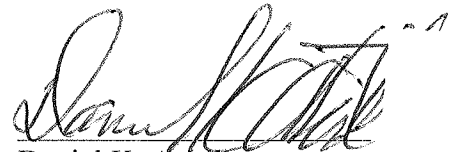
Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone County Road & Bridge Improvement/Repair cooperative Agreement between Boone County and the City of Rocheport.

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

Done this 18th day of July 2019.

ATTEST:

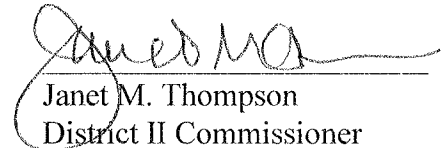

Brianna L. Lennon *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 18th day of July, 2019, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Fifteen Thousand Two Hundred Ninety Five Dollars and Forty-Nine Cents (\$15,295.49)** as determined by the formula for Year 1 of the 6-year cycle as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

Don K. Atwood
Presiding Commissioner

Date: 7-19-19

ATTEST:

Brianna L. Lennon
County Clerk *DKB*

APPROVED AS TO FORM:

J. Blaise
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

Jane E. Fitchford 7/11/19
County Auditor *by [initials]* Date
2049-71452

CITY of ROCHEPORT

By:

[Signature]
Authorized City Representative

Date: 6-10-19

ATTEST:

Shirley Jenkins-Edel
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney