

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

November

20 19

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 Erosion and Sediment Control Security Agreement and Performance Bond between Boone County and Coil Construction, Inc.

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

Done this 26th day of November 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: November 20, 2019

Developer/Owner Name: P.E.T. Mobility Worldwide
Address: 1908 Heriford Dr.
Columbia, MO 65202

Development: P.E.T. Mobility Worldwide

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at P.E.T. Mobility Worldwide, Lot 2 Concorde South Plat 2. The SWPPP and ESC was prepared by Simon & Struempff Engineering on November 6, 2019.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 6th day of November 2021, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$23,484.87, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

U Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 6, 2021, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 6, 2021, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: Michael A. Hemme

Printed Name: Michael A. Hemme

Title: Vice President

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

County Commission:

Janet M. Thompson
Janet M. Thompson Acting Presiding Commissioner

Attest:

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

PERFORMANCE BOND

Bond #55218459

KNOW ALL PERSONS BY THESE PRESENT, that we, Coil Construction, Inc.

209 E Broadway, Columbia, MO 65203

as Principal, hereinafter called Owner/Developer, and United Fire & Casualty Company
118 Second Avenue SE, Cedar Rapids, IA 52401

a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in
the amount of Twenty Three Thousand Four Hundred Eighty Four and 87/100 (\$23,484.87) Dollars, for the
payment whereof Owner/Developer and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Owner/Developer has procured a Land Disturbance Permit LD 1432 from _____
the County of Boone

Project Name: P.E.T. Mobility Worldwide, Lot 2 Concorde South Plat 2

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed
Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the
provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County
Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference
made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Owner/Developer shall
promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this
obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the
event of a default, exercise its options herein as against surety to complete any required work to comply
with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by the Boone County.

Whenever Owner/Developer shall be, and declared by Boone County to be, in default under the
Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms
and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater
Regulations in accordance with its terms and conditions, and upon determination by Boone County and
Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County,
and make available as work progresses sufficient funds to pay the cost of completion, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Owner/Developer has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Columbia, MO on this 18th day of November, 20 19Coi

Coil Construction, Inc.
(XXX)

(SEAL)

BY: _____

United Fire & Casualty Company
(Surety Company)

(SEAL)

BY: Mary D Davidson
(Attorney-in-Fact) Mary D Davidson

BY: Mary D Davidson
(Missouri Representative) Mary D Davidson

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Mary D Davidson, TIG Advisors
Phone Number: 573-875-4800
Address: 200 E Southampton Dr
Columbia, MO 65203



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GARY E. GROSSNICKLE, CHARLES W. DIGGES JR., KIMBERLY T. HUGHES, MARY D. DAVIDSON, RICHARD A. MILLER, THOMAS M. DEAN, LISA M. FRANKE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of November, 2017

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 10th day of November, 2017, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals; and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18 day of November, 2019.



By: *Mary A Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

26th

day of

November

20 19

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 Contract Amendment Number One to Contract 157/2015 – Ready Mix Concrete & Cement Products.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 26th day of November 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Patry
Fred J. Patry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: November 15, 2019
RE: Amendment Number One – 157/2015 - Ready Mix Concrete & Cement Products

Contract 157/2015 - Ready Mix Concrete & Cement Products was approved by commission for award to Central Concrete Company on December 22, 2015, commission order 606-2015. This amendment is for an *Agreement and Consent to Assignment of Contract* from Central Concrete Company to Central Concrete Materials, LLC.

This is a county-wide term & supply contract.

cc: Contract File

**CONTRACT AMENDMENT ONE
FOR
READY MIX CONCRETE & CEMENT PRODUCTS**

The Agreement **157/2015** dated December 22, 2015 made by and between Boone County, Missouri and **Central Concrete Company**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **157/2015** is hereby assigned to Central Concrete Materials, LLC (FEIN 81-4695430) from Central Concrete Company (FEIN 43-1701454).
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CENTRAL CONCRETE MATERIALS, LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Philip Jenkins
8E0D092F5D7A4C5...

By: Boone County Commission

Title: PLANT MANAGER

DocuSigned by:
Johnson
1BB49B94DB6649F...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charles J. Offner
by Charles J. Offner
58E0A0DD80AC445...
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
7D82DA9986F6495...
County Clerk

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

DocuSigned by: <u>Joe E. Hildebrand by Joe E. Hildebrand</u> E0D08ADB184244D... Signature	11/15/2019 Date	2040 / 260000 - Term & Supply Appropriation Account
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**CITY OF COLUMBIA
PURCHASING DIVISION
701 E Broadway, 5th Floor
COLUMBIA, MO. 65201
Phone: (573) 874-8317
Michelle.Sorensen@COMO.gov**

September 30, 2019

NOTIFICATION OF AGREEMENT AND CONSENT TO CONTRACT ASSIGNMENT

CONTRACT: Contract #157/2015 – Ready Mix Concrete & Cement Products – Multi Year

CONTRACT PERIOD: Year 5 of 5 Expires 9/30/2020

Name: Central Concrete
 PO Box 1348
Address: 200 Dogwood Lane
City/State/Zip: Columbia, MO 65201
FEIN # 43-1701454
Vendor # 22349

(Assignor)

Name: Central Concrete Materials
 Po Box 1348
Address: 200 Dogwood Lane
City/State/Zip: Columbia, MO 65201
FEIN # 81-4695430
Vendor # 31304

(Assignee)

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of contract 157/2015, and hereby entitles the City of Columbia to performance by Assignee of all obligations under the contract.

Pursuant to the attached Agreement and Consent to Assignment of Contract, the parties hereto have executed this Agreement effective October 1, 2019.

Sincerely,

Michelle Sorensen, CPPB
Procurement Officer

Cale Turner, CPPB
Purchasing Agent

(ASSIGNOR)

SIGNATURE: Philip Jenkins
PRINTED NAME: Philip Jenkins
TITLE: Plant MGR.
DATE: 10-11-19

(ASSIGNEE)

SIGNATURE: Philip Jenkins
PRINTED NAME: Philip Jenkins
TITLE: Plant MGR.
DATE: 10-11-19

cc: Aaron Ray, Roy Stephens, Dave Eagle, Gabe Huffington, Sam Thomas



**CITY OF COLUMBIA
PURCHASING DIVISION
701 E Broadway, 5th Floor
COLUMBIA, MO. 65201
Phone: (573) 874-6317
*Michelle.Sorensen@COMO.gov***

1. Agreement and Consent form - The Agreement and Consent form is for assignment of the above-referenced contract from Central Concrete (*Assignor*), to Central Concrete Materials (*Assignee*), and is being sent to you for signature by both the Assignor and under the Assignee.
2. W-9 Form from the Assignee (*On File*)
3. Everify and Affidavit of Work Authorization form must be completed and signed by an authorized representative of the Central Concrete Materials (*Assignee*). Pursuant to section 285.525, RSMo, pertaining to section 285.530, RSMo, the authorized representative of the Central Concrete Materials (*Assignee*) must:
 - ✓ Complete the form in its entirety including the notarized Affidavit of Work Authorization provided with the form, and
 - ✓ Provide documentation affirming the new business entity's (*Assignee*) enrollment and participation in the E-Verify federal work authorization program.
4. Certificate of insurance with the City of Columbia listed as additionally insured.

Once each of the attached documents has been completed, please forward all required documentation to my attention at my email (Michelle.Sorensen@COMO.gov), or mail (701 E. Broadway, 5th Floor, Columbia, MO 65205). The assignment will become effective when a Notice of Assignment of Contract accepting the assignment is issued by the City of Columbia.

Thank you for your cooperation. Should you have any questions, please contact me at (573) 874-6317.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

26th

day of

November

20 19

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 Purchase Agreement between Boone County and Grayshift LLC for Contract 148-123119SS Gray Key iOS Forensic Software License & Support for the Sheriff's Department – Single Feasible Source.

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

Done this 26th day of November 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janel M. Thompson

Janel M. Thompson
Acting Presiding 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: 9/26/19
RE: Contract 148-123119SS Gray Key iOS Forensic Software License & Support for the Sheriff's Department – Single Feasible Source

Contract 148-123119SS Gray Key iOS Forensic Software License & Support is for forensics software for the Sheriff's Department. This is a single feasible source that has been posted as required in both the Missourian and the Columbia Daily Tribune. No other firm has come forward to offer the unique forensics software required by the Sheriff's Department.

This is a one-year contract with three one-year renewal options.

Payment will be made from Department 1253 – Sheriff/ Account 70050 – Internet Crimes Task Force Software Service Contract in the amount of \$15,075.00.

/lp

PURCHASE AGREEMENT
#148-123119SS
for GRAY KEY iOS FORENSIC SOFTWARE LICENSE AND SUPPORT

THIS AGREEMENT dated the 26th day of November 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Grayshift LLC** 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 GrayKey iOS Forensic Software License and Support, Grayshift Quote number 00000171, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's quote.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with a **one-year user license for GrayKey Software including the GrayKey unit, software support, shipping and handling** as specified and priced in Grayshift Quote number 00000171 for a total firm, fixed price of \$15,075.00.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through One Year** subject to the provisions for termination specified below. The contract shall have **three (3)** one-year renewal options available. The renewal price for the GrayKey one-year license, GrayKey unit and support shall be \$18,000.00 per each year for the three (3) renewal options.

4. **Delivery** - Vendor agrees to deliver product to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri, 65201. Billings may only include the prices listed in the vendor's response and may include shipping and handling. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's response. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. 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.

GRAYSHIFT LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
by David Miles
62C2E4B2B2A2482...
title Managing Member

by: Boone County Commission

DocuSigned by:
[Signature]
Presiding Commissioner
15B49594DD0049F...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor
06B0A00D80A445C...

DocuSigned by:
Brianna L Lennon by MT
County Clerk
7082DA98BF645E1...

AUDITOR'S CERTIFICATION:

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

1253/70050: \$15,075.00

DocuSigned by:
[Signature]
Signature 11/15/2019 Date 1253/70050: \$15,075.00 Appropriation Account
117F54E3F1C847D...

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

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.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**



GRAYSHIFT

Company Address 931 Monroe Drive NE
Suite A102-340
Atlanta, GA 30308
US

Created Date 9/11/2019
Expiration Date 10/11/2019
Quote Number 00000171

Prepared By Jonathan Oszust
Phone (833) 472-9539
Email jonathan@grayshift.com

DUNS Number 001045174
CAGE Code 7R0W9

Contact Name Cody Bounds
Account Name Boone County Sheriff's Department (MO)
Phone +15734425503
Email cbounds@boonecountymmo.org

Product	List Price	Sales Price	Quantity	Total Price
First Year License Discount	USD -500.00	USD -500.00	1.00	USD -500.00
GrayKey License - Online Fixed	USD 18,000.00	USD 15,000.00	1.00	USD 15,000.00
GrayKey Unit	USD 500.00	USD 500.00	1.00	USD 500.00
Shipping & Handling	USD 75.00	USD 75.00	1.00	USD 75.00
		Subtotal		USD 15,075.00
		Total Price		USD 15,075.00
		Grand Total		USD 15,075.00

Quote Terms

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA"). Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at <https://grayshift.com/terms>
- All prices are in USD
- License Term = 12 months
- Number of unlocks during license term = Unlimited
- Software updates delivered during the license term
- The final invoice may include tax if applicable

Payment Terms

Purchase Order method:

- Net 30
- Payments received after 30 days will be assessed a 2% late fee per month.
- Non-payment after 30 days will result in a suspended license. License will be reactivated after full payment is received.

Immediate method:

- Grayshift accepts major credit cards including Visa, Mastercard, and American Express.

Additional Information:

- Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is 100 but there is, for example, 10% withholding, Grayshift will still directly be paid 100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is 100.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of November 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC170096001 – Material Handling Equipment by Joint Communications to purchase one (1) Clark S25 Triple with a side-shifting fork positioner from Forklifts of Central Missouri, Inc.

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

Done this 26th day of November 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding 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: November 20, 2019
RE: State of Missouri Cooperative Contract: CC170096001 – Material Handling Equipment

Joint Communications requests permission to utilize the State of Missouri cooperative contract CC170096001 – *Material Handling Equipment* to purchase one (1) Clark S25 Triple with a side-shifting fork positioner from Forklifts of Central Missouri, Inc.

Cost of the purchase is \$29,620.67 and will be paid from department 4103 – ECC Support Services Building, account 71231 – Owner Costs

cc: Chad Martin, JC
Contract File

**PURCHASE AGREEMENT FOR
CLARK S25 TRIPLE FORKLIFT**

THIS AGREEMENT dated the 26th day of November 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Forklifts of Central Missouri, 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) Clark S25 Triple Forklift**. The Forklifts of Central Missouri, Inc. quote dated 10/07/2019 in compliance with all bid specifications, the State of Missouri Contract **CC170096001** and any addendums issued for the State of Missouri, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri contract number **CC170096001**, and Boone County's 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) **Clark S25 Triple Forklift** as follows:

Clark S25 Triple	\$27,601.67
Options:	
• Side-shifting Fork Positioner	\$ 2,019.00
• Train the operator (\$65 per operator)	TBD
• Train the Trainer (\$650)	TBD
	\$29,620.67

3. **Delivery** – Vendor agrees to deliver equipment as set forth in the bid documents. Delivery shall occur within 140 days ARO. Delivery shall be made to Boone County Joint Communication, Attn: Chad Martin, 2145 E. County Drive, Columbia, MO 65202.

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. **Warranty** – The County shall be provided the manufacturer standard warranty consistent with terms of the contract.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications 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.


7. **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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

8. **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:

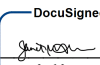
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.


FORKLIFTS OF CENTRAL MISSOURI, INC.

By  _____
DocuSigned by: 4D23F4774495427...
 Title **Major Accounts Manager**

BOONE COUNTY, MISSOURI

By: Boone County Commission
 _____
DocuSigned by: 7D82D4986FC8495...
Presiding Commissioner

APPROVED AS TO FORM:

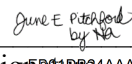
 _____
DocuSigned by: 88F84DD070A34FE...
County Counselor

ATTEST:

 _____
DocuSigned by: 7D82D4986FC8495...
County Clerk

AUDITOR CERTIFICATION:

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

 _____ <small>DocuSigned by: 88F84DD070A34FE...</small>	11/19/2019	4103, 71231 - \$29,620.67
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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Forklifts of St. Louis
4720 LaGuardia Drive
St. Louis, Missouri 63134

Contact Person: **Curt Snow**
Phone No: **573-291-9933**
Email: **csnow@flcmo.com**

Quote Date: 10/7/2019
Quote#: 78908

Attention:
Boone County Emergency Communications Center
2145 E County Dr
BOONE County
Columbia, MO - 65202

We are pleased to submit the following quotation for your consideration.

Truck Model: CLARK S25 Triple
Class: 5
Capacity: 5000

Below is your configured parts for your truck:
S25 Triple

- [ENGINE] - LPG Ford Engine - Tier 4
- [Upright] - 189" / 85.2" / 59.2" (5B / 6F)
- [Carriage] - 41" wide / hook type / ITA class II
- [Load Backrest] - 48" High (for 41" Class II carriage)
- [Fork] - 42" long x 4" wide x 1.75" thick
- [Paint] - CLARK Green
- [Drive Tire] - Solid Single Drive 7.00 x 12
- [Steer Tire] - Solid Pneumatic Steer 6.00 x 9
- [Travel speed] - Travel speed Installed not Activated
- [Seats] - Safety Seat – full-suspension vinyl
- [SEAT BELT] - Orange Seat Belt
- [Console] - CONVENICNE CONSOLE
- [Operator Compartment] - Steering wheel spinner knob
- [Operator Compartment] - Rear Handle
- [Operator Compartment] - Hip Restraints
- [HEADLIGHTS] - LED Headlights (OHG mounted)
- [Lights] - LED Strobe Light - Yellow
- [BU ALARM] - Back-up Alarm - Smart type
- [Auxiliary Valve] - Single for two hoses - 3 spool, 1 lever
- [Hose Adaptation] - Single - two hoses internal



FORD 2.5L, balanced engine with EPA compliant multi-port LPG fuel injection system, single speed powershift transmission, force-cooled wet disc brakes, automatically-applied parking brake, single auxiliary valve, two overhead guard mounted LED headlights, hood mounted control levers, power steering, tilt steering wheel, rear grab handle with horn button, steering wheel spinner knob, full suspension vinyl safety seat with hip restraints, orange seatbelt, drink holder, convenience console, speed limiter, traction disable seat switch, operator presence system, raised air intake, copper open-core radiator and high capacity cooling system, 5" color LCD digital full featured instrument display with digital and audible warnings of engine functions, automatic engine shutdown system, low fuel warning, automotive style fuse box, draw bar pin, 48" load backrest, 41" class II carriage on S20/25, 41" class III carriage on S30, 45" class III carriage on S35, and 42" forks. Standard warranty is 2 years / 4000 hours on basic truck, 5 years / 5000 hours on major components (see Owner Protection Warranty Certificate for details).

[Side Shifter] - 41" FS/41" OW/8" total sideshift, Class II

Truck Price (Pre-Tax):	\$27,601.67
Flexguard	
STD Warranty 24RS/4,000 Hours	\$0.00

Grand Total: \$27,601.67
Quoted pricing does not include any sales or use tax that may be applicable and are the responsibility of the purchaser and or end user.

Additional / Adder Options:

(1) Sideshifting Fork Positioner, Includes Hydraulics	\$2,019
(1) Train the Operator -- \$65 per operator, minimum of (5) operators	
(1) Train the Trainer	\$650

Finance Options

Clark Finance:

Payment: Full payment of \$27,851.67

Maintenance: No Maintenance

Maintenance Amount: \$0.00

Non CLARK Options Payment Plan

Payment: \$300.00/m for 0 months.

Terms and conditions:

Lease documentation fees of \$100 is applicable, 1 advance payment required per unit, usage limited to specified annual hours, additional hour will be assessed at hourly overtime rate of \$3 per hour, all quotations are subject to credit approval, lease rates are subject to change without notice upon conditions at time of sale.



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER RFPC30034901700096	CONTRACT TITLE Material Handling Equipment
CONTRACT NUMBER CC170096001	CONTRACT PERIOD January 4, 2018 through January 3, 2019
REQUISITION/REQUEST NUMBER N/A: Statewide	SAMII VENDOR NUMBER/MissouriBUYS SYSTEM ID 4310819860 0/MB00092405
CONTRACTOR NAME AND ADDRESS Forklifts of Central Missouri 4502 Country Club Drive Jefferson City, MO 65109	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies located throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:	
The proposal submitted by Forklifts of Central Missouri in response to RFPC30034901700096, is accepted for Categories 1 through 4, 6, and 7 for the Clark brand and Category 5 for the Toyota brand.	
BUYER Melissa Sackett	BUYER CONTACT INFORMATION Email: melissa.sackett@oa.mo.gov Phone: (573) 526-2716 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Melissa Sackett</i>	DATE 1/3/18
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Kevin Berger</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

September 20, 2019

CONTRACT TITLE: MATERIAL HANDLING EQUIPMENT

CURRENT CONTRACT PERIOD: January 4, 2019 through January 3, 2020

BUYER INFORMATION: Autumn Klauba
(573) 522-0001
autumn.klauba@oa.mo.gov

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE
CC170096001	4310819860 0	Forklifts of Central Missouri 4502 Country Club Drive Jefferson City, MO 65109 Attn: Curt Snow Cell No.: 573-291-9933 Office No.: 573-893-7373 Fax No.: 573-893-4817 Email: csnow@flcmo.com	No

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/4/19 – 1/3/20	9/20/19	Updated buyer information.
1/4/19 – 1/3/20	8/9/19	Vendor information updated, new manager email updated
1/4/19 – 1/3/20	8/5/19	Updated buyer information.
1/4/19 – 1/3/20	12/14/18	Renewed contract for period of 1/4/19 through 1/3/20.
1/4/18 – 1/3/19	3/16/18	Updated contact information for Marc Davis, corrected the email address to mdavis@flcmo.com and added Mar's cell phone.
1/4/18 – 1/3/19	1/4/18	Initial issuance of new statewide contract, CC170096001. Please contact buyer for more details.

General Requirements:

The contractor shall provide current production model material handling equipment for purchase for the various state agencies throughout the State of Missouri (hereinafter referred to as the state agency), as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of material handling equipment.

The contractor shall provide material handling equipment on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain equipment elsewhere.

Replacement of Damaged Product:

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement and if applicable, any restocking fees.

Training Requirements

The contractor must provide user training at no additional cost to the state. *The training shall be conducted by a* qualified trainer that addresses at minimum, the operation of the equipment, and the proper and safe use of material handling equipment.

- a. It is highly desirable that training be provided at the state agency site upon request.
- b. It is also desirable that the training cover maintenance and servicing of the equipment.

User Documentation/Operating Manuals: The contractor must furnish user documentation/operating manuals necessary to operate and maintain the material handling equipment at no additional cost to the state. It is highly desirable that the user documentation/operating manuals be in hard copy form, however electronic copies are acceptable.

Warranty Requirements:

The contractor shall provide the manufacturer’s standard factory warranty at no additional cost to the state. A properly executed warranty must be delivered with the material handling equipment. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request. The warranty shall not introduce terms contradictory to contract requirements and terms and conditions.

During the warranty period, if the state agency material handling equipment is being repaired, the contractor shall provide a replacement machine of similar capacity and features at no additional cost to the state agency.

Delivery Performance:

The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped *F.O.B. Destination, Freight Prepaid and Allowed*. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

The contractor shall perform the manufacturer’s recommended pre-delivery service on the order prior to delivery to the state agency, at no additional cost to the state agency.

Single Point of Contact:

The contractor shall perform as the single point of contact between the state and the manufacturer or other entity regarding equipment questions, warranty, equipment performance/use and issues for the duration of the contract.

PRICING PAGESCategory 1: Hand Pallet Truck (Line Items 1 – 3)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	C/S Code: 24101505 <i>Pallet Trucks</i> Hand Pallet Truck Min. of 5,000 pound capacity Fork length of 48" (+/- 2" variance) Overall fork width of 27" (+/- 1" variance) Max. lowered height of 3" Brand: <u>Clark</u> Model No.: <u>CJ55</u>	EA	\$ <u>439.00</u>
2	C/S Code: 24101505 <i>Pallet Trucks</i> Hand Pallet Truck Discount for Options/Accessories for Hand Pallet Trucks in item 1 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>0%</u>
2	C/S Code: 24101505 <i>Pallet Trucks</i> Hand Pallet Truck Discount off manufacturer's suggested retail price for other Hand Pallet Trucks in item 1 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>0%</u>

Category 2: Walkie Pallet Truck (Line Items 4 - 6)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
4	C/S Code: 24101505 <i>Pallet Trucks</i> Walkie Pallet Truck Min. of 4,500 pound capacity Fork length of 48" (+/- 2" variance) Overall fork width of 27" (+/- 1" variance) 24 volt electrical system with charger Brand: <u>Clark</u> Model No.: <u>WPX45</u>	EA	\$ <u>5,622.00</u>
5	C/S Code: 24101505 <i>Pallet Trucks</i> Walkie Pallet Truck Discount for Options/Accessories for Walkie Pallet Trucks in item 4 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>15%</u>

6	C/S Code: 24101505 <i>Pallet Trucks</i> Walkie Pallet Truck Discount off manufacturer's suggested retail price for other Walkie Pallet Trucks in item 4 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>15%</u>
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Category 3: Rider Pallet Truck (Line Items 7 - 9)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
7	C/S Code: 24101505 <i>Pallet Trucks</i> Rider Pallet Truck Min. 6,000 pound capacity Fork length of 48" (+/- 2" variance) Overall fork width of 27" (+/- 1" variance) 24 volt electrical system with charger Brand: <u>Clark</u> Model No.: <u>HWX30</u>	EA	\$ <u>13,540.00</u>
8	C/S Code: 24101505 <i>Pallet Trucks</i> Rider Pallet Truck Discount for Options/Accessories for Rider Pallet Trucks in item 7 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>20%</u>
9	C/S Code: 24101505 <i>Pallet Trucks</i> Rider Pallet Truck Discount off manufacturer's suggested retail price for other Rider Pallet Trucks in item 7 above Discount shall remain the same during the contract renewal periods.	PCNT	<u>20%</u>

Category 4: Order Picker (Line Items 10 – 12)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
10	C/S Code: 24101505 <i>Pallet Trucks</i> Order Picker Min. of 2,200 pound capacity Min. lift height of 270" Collapsed machine height of 96" – 119" Extended machine height min. of 305" Under clearance min. of 2" Min. operator platform dimensions 26" x 39" 24 volt with single-phase 120/240 volt charger 42" fork length Operator platform lighting Retractable operator tether	EA	\$ <u>31,935.00</u>

Locking pallet clamp, automatic or electric

Brand: Clark

Model No.: OPX15

11	C/S Code: 24101505 <i>Pallet Trucks</i> Order Picker Discount for Options/Accessories for Order Picker in item 10 above	PCNT	30%
	Discount shall remain the same during the contract renewal periods.		

12	C/S Code: 24101505 <i>Pallet Trucks</i> Order Picker Discount off manufacturer's suggested retail price for other Order Pickers in item 10 above	PCNT	30%
	Discount shall remain the same during the contract renewal periods.		

Category 5: Tri-Wheel Sit Down Counterbalanced Forklift (Line Items 13 – 15)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
13	C/S Code: 24101505 <i>Pallet Trucks</i> Tri-Wheel Sit Down Counterbalanced Forklift Min. of 3,500 pound capacity at 24" load center Max. fork height acceptable range of 187" – 190" Max. collapsed machine height of 83" (+/- 2" variance) Min. fork free lift of 59" without a load backrest 42" fork length (+/- 2" variance) 36 volt battery with 208v 3-phase charger Lift controls with manufacturer's standard position (e.g. right of operator) Hydrostatic power steering or equivalent Tilt steering wheel Back-up alarm with strobe lights Cushion tires, side shift, on-board diagnostics, Sit down operator station Brand: <u>Toyota</u> Model No.: <u>8FBE20U</u>	EA	\$ 33,371.00
14	C/S Code: 24101505 <i>Pallet Trucks</i> Tri-Wheel Sit Down Counterbalanced Forklift Discount for Options/Accessories for Tri-Wheel Sit Down Counterbalanced Forklifts in item 13 above Discount shall remain the same during the contract renewal periods.	PCNT	0%
15	C/S Code: 24101505 <i>Pallet Trucks</i>	PCNT	20%

Tri-Wheel Sit Down Counterbalanced Forklift

Discount off manufacturer's suggested retail price for other Tri-Wheel Sit Down Counterbalanced Forklifts in item 13 above

Discount shall remain the same during the contract renewal periods.

Category 6: 4-Wheel Sit Down Counterbalanced Forklift, Electric (Line Items 16 – 18)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
16	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Forklift, Electric Min. of 3,500 pound capacity at 24" load center Max. fork height acceptable range of 187" – 190" Max. collapsed machine height of 83" (+/- 2" variance) Min. fork free lift of 57" without a load backrest 42" fork length (+/- 2" variance) 36 volt battery with 208v 3-phase charger Lift controls with manufacturer's standard position (e.g. right of operator) Hydrostatic power steering or equivalent Tilt steering wheel Back-up alarm with strobe lights Cushion tires, side shift, on-board diagnostics, Sit down operator station</p> <p>Brand: <u>Clark</u> Model No.: <u>ECX20</u></p>	EA	\$ <u>35,731.00</u>
17	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Forklift, Electric Discount for Options/Accessories for 4-Wheel Sit Down Counterbalanced Forklift (Electric) in item 16 above</p> <p>Discount shall remain the same during the contract renewal periods.</p>	PCNT	<u>30%</u>
18	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Forklift, Electric Discount off manufacturer's suggested retail price for other 4-Wheel Sit Down Counterbalanced Forklifts (Electric) in item 16 above</p> <p>Discount shall remain the same during the contract renewal periods.</p>	PCNT	<u>30%</u>

Category 7: 4-Wheel Sit Down Counterbalanced Truck, Combustion Engine (Line Items 19 – 21)

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
19	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Truck, Combustion Engine Min. of 5,000 pound capacity at 24" load center Manufacturer standard engine Max. fork height acceptable range of 187" – 190" Max. collapsed machine height of 85" Min. fork free lift of 55" 48" fork length (+/- 6" variance) Lift controls with manufacturer's standard position (e.g. right of operator) Hydrostatic power steering or equivalent Tilt steering wheel Back-up alarm with strobe lights Anti-restart key switch, dual head lights, Dual rear view mirrors</p> <p>Brand: <u>Clark</u> Model No.: <u>C25C</u></p>	EA	\$ <u>26,120.00</u>
20	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Truck, Combustion Engine Discount for Options/Accessories for 4-Wheel Sit Down Counterbalanced Trucks (Combustion Engine) in item 19 above</p> <p>Discount shall remain the same during the contract renewal periods.</p>	PCNT	<u>30%</u>
21	<p>C/S Code: 24101505 <i>Pallet Trucks</i> 4-Wheel Sit Down Counterbalanced Truck, Combustion Engine Discount off manufacturer's suggested retail price for other 4-Wheel Sit Down Counterbalanced Trucks (Combustion Engine) in item 19 above</p> <p>Discount shall remain the same during the contract renewal periods.</p>	PCNT	<u>30%</u>

Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: CC180447001 **Contractor:** Forklifts of Central Missouri

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

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