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BID TABULATION - 2016 VEHICLE TRACKING SYSTEM

[illegible]



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
 WWW.JEFFCOMO.ORG

Invitation for Bid: **2016 VEHICLE TRACKING SYSTEM**

Date Issued: **9-2-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, **OCTOBER 6, 2015**, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KRISTY MOSS
 Department of Public Works
 636-797-5569
 kmoss@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

SAMPLE ENVELOPE

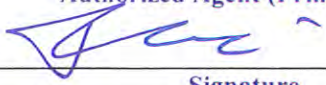
**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED BID: (BID NAME)	

Contract Term:
**UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

GPS Insight	Ross Miller
<i>Company Name</i>	<i>Authorized Agent (Print)</i>
7201 E Henkel Way, Suite 400	
<i>Address</i>	<i>Signature</i>
Scottsdale, AZ 85255	Regional Sales Manager
<i>City/State/Zip Code</i>	<i>Title</i>
866-477-4321 x 8189	9/28/2015
<i>Telephone #</i>	<i>Date</i>
ross.miller@gpsinsight.com	20-3607878
<i>E-mail</i>	<i>Tax ID #</i>
	480-513-1694
	<i>Fax #</i>

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 19.95

*Monthly cost per additional device after 82 devices in service: \$ same as above

Equipment cost for light fleet per device (based on 34 devices) \$ 175.00 or \$5.00/month to rent
(Shipping/handling is \$3/device)

Additional equipment cost for light fleet per device after 34 devices in service: \$ same as above

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ same as above

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ same as above

Cellular service provider: Verizon or AT&T

*Monthly cost to include all the features listed above none

Comments:

Includes: Unlimited users, unlimited history, true 24/7/365 support, and dedicated account management.

U.S. based support staff, average call pickup time is < 30 seconds. Custom APIs, custom report building,

and very customizable user experience. A truly all-inclusive package.

Regards,

Your Account Manager,
Ross Miller



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**Vendor
Information:**

TXI Systems, Inc. dba BudgetGPS

Nathan Barker

Company Name

Authorized Agent (Print)

PO Box 5695

Address

Chattanooga, TN 37406

City/State/Zip Code

423-595-6326

Telephone #

nbarker@budgetgps.com

E-mail

[Signature]
Signature

Sales Representative

Title

9/30/2015

Date

20-0563883

Tax ID #

866-676-5514

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 17.00 with 20 second updates

*Monthly cost per additional device after 82 devices in service: \$ 17.00 with 20 second updates

Equipment cost for light fleet per device (based on 34 devices) \$ 99.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 99.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 125.00 (Waterproof Unit With Backup Battery)

\$ 99.00 (Non Waterproof Unit)

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 125 (Waterproof Unit With Backup Battery)

\$ 99 (Non Waterproof Unit)

Cellular service provider: Verizon

*Monthly cost to include all the features listed above

Comments:

We will provide 4 free units that you will be able to use as replacement units. The cost for installation is \$90

per unit. There is no cost for self installation. All of our units report every 20 seconds for a semi live view.



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Sprint Solutions, Inc.
Company Name

6200 Sprint Parkway
Address

Overland Park, KS 66251
City/State/Zip Code

314-985-3233
Telephone #
stephanie.tobar@sprint.com
E-mail

Joseph Mortallaro

Authorized Agent (Print)

Joseph Mortallaro
Signature

Proposal Development Manager
Title

September 30, 2015 47-0882463

Date Tax ID #

703-433-8798

Fax #

* Sprint has read and understands, subject to the specific responses to IFB provisions as set forth in Sprint's bid or proposal and the terms of Sprint's proposed contract.

EQUIPMENT: Actsoft requires that all "on hand" replacement devices to be activated and have service so that they can be provisioned and tested prior to being shipped to the customer. The devices must remain active to avoid loss of service. Thus causing the need to be send back to Actsoft for re-activation.

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

Monthly cost per device (based on 82 devices): \$ \$21 Comet Fleet + Sprint Data Plan

Monthly cost per additional device after 82 devices in service: \$ \$21 Comet Fleet + Sprint Data Plan

Equipment cost for light fleet per device (based on 34 devices) \$ \$50.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ \$50.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices): * (2MB \$4.50 or 5MB \$5.50)
Data Roaming over 100MB \$0.25MB)
Additional data plan options available upon request.
\$ \$100.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ \$100.00

Cellular service provider: Sprint

*Monthly cost to include all the features listed above

Comments:

The pricing listed above is a no contract price from Actsoft. The County can cancel anytime with no ETF from Actsoft. The equipment charges are all Sprint billed.

Installation support is available and a quote can be provided upon request.

Executive Summary

The recommended solution to best support the County's vehicle tracking request combines Sprint's wireless data network that delivers optimal network performance for our customers and the Actsoft Comet Fleet management solution which will provide real-time information on the location and performance of fleet vehicles. The recommended Sprint Actsoft solution gives the County the ability to **increase productivity and stay connected** throughout the day. With Sprint as your telecommunications partner the County will continue to realize on-going return on investments.

Sprint Wireless Data Network

The Sprint 3G Network has redefined the work environment for remote networking and mobility. As 4G LTE coverage expands, the 3G Network continues to fill in the gaps in LTE coverage with fast, reliable data, capable of supporting most applications where you need them. In 4G LTE coverage areas, 3G devices continue to work the same, with seamless transitions between the two types of coverage.

3G Coverage and Speed

The Sprint 3G Network offers high-speed data connectivity to over 281 million people in 18,536 cities and 1,947 airports across the nation. Including roaming, Sprint 3G covers over 320 million people. With Sprint 3G, County vehicles will experience:

- ◆ Average download speeds of 0.6 - 1.4 Mbps with peak speeds reaching 3.1 Mbps.
- ◆ Average upload speeds of 360-500 Kbps with peak speeds of 1.8 Mbps.

Peak speeds can be reached when optimum connectivity is established: when near a tower and there are relatively few others using the nearby service.



Upgraded 3G Network

Following our Network Vision upgrades, Sprint customers accessing the 3G Network can experience an even more reliable mobile experience that enables you to get more done. With Sprint's replacement of legacy network equipment, existing 3G devices provide better coverage and signal strength for a more reliable connection. Consequently, you can expect to experience fewer dropped contacts and improved signal strength. Improvements to the Sprint 3G Network as a consequence of Network Vision include:

- ◆ Fewer dropped contacts
- ◆ Expanded coverage area so you can stay on top of your business in more places
- ◆ Faster downloads that enable mobile improved access to critical business information quickly

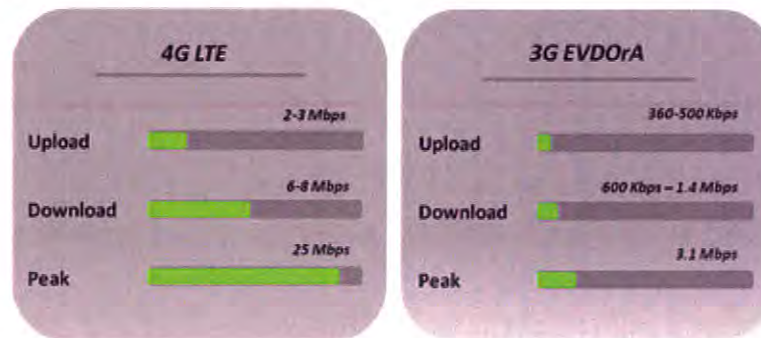
Mobile Broadband Solutions

Sprint customers can take advantage of cutting edge wireless data solutions on one of the nation's largest and most robust wireless networks, and experience the advantages of our 4G LTE network, and turbocharged speeds with our Enhanced 4G LTE coverage, where available.

4G LTE

4G LTE offers next-generation wireless data service with speeds up to 10 times faster than 3G and a wide array of IP-based, unified communications services in 590 markets nationwide, covering over 279 million people. Also with significantly lower latencies than 3G, Sprint 4G LTE permits migration from fixed to mobile many delay-sensitive applications, such as Voice over IP (VoIP), video streaming, video conferencing and other business applications that the County relies on to access critical information in real time.

- ◆ Faster data speeds and lower latencies
- ◆ 4G LTE coverage comparable to 3G coverage footprint when complete
- ◆ Even more reliable connection to apps, email, internet, downloads and streaming video



Sprint 4G LTE represents a shift in the way people use mobile broadband. Businesses, consumers and local governments can extend their full Internet experience the widest array of 4G LTE devices. These faster speeds, combined with latencies of approximately 80 to 100 milliseconds, enable many higher-bandwidth and latency-sensitive applications:

- ◆ **Network.** Sprint 4G LTE is designed to deliver a better data experience with faster speeds, lower data latencies, higher capacity and more spectrum. Our 4G LTE network infrastructure is prepared for great technology growth now and into the future.
- ◆ **Value.** Only Sprint offers unlimited 4G LTE for smartphones with no data caps on usage for all you can stream, browse, email, chat, and view.
- ◆ **Portfolio.** Sprint provides a robust product portfolio of 4G LTE devices and services, most with dual 3G/4G capabilities and many with Sprint Spark capability.

Sprint 4G LTE is currently available in select areas; check www.sprint.com/4G for Sprint 4G LTE coverage and device information.

Enhanced 4G LTE

As a result of our Sprint Network Vision network overhaul, Sprint offers not only 4G LTE, but a whole new era in wireless communications: Enhanced 4G LTE. Enhanced 4G LTE is a powerful, network capability that utilizes three bands of LTE to create a revolutionary tri-band network experience. Given Sprint's robust spectrum and technology assets, Enhanced 4G LTE promises the technical feasibility to eventually deliver up to 2 Gbps peak speeds.

Enhanced 4G LTE comes to life for customers via their devices. Building on Network Vision's multimode capability, Sprint Spark is designed to accommodate all of Sprint's spectrum bands on a single device. These tri-band devices use the spectrum dynamically, transparently shifting from one band to another depending upon factors like location or the type of application being used, offering the County the best possible customer experience:

- ◆ 50-60 Mbps peak speeds and 6-15 Mbps average speeds today, with potential for increased speeds over time
- ◆ For business customers, this means unprecedented data speeds, stronger in-building signal and improved call quality & clarity

Enhanced 4G LTE is currently available in 131 markets with further deployment ongoing.

Actsoft Comet Fleet Management Solutions

Actsoft's Comet Fleet products (Pro, Premium and Platinum) are the latest addition to the Comet Suite of M2M fleet and workforce management products (Comet Fleet, Comet Tracker, Comet EZ, Comet Mobile Worker).



Featuring accurate GPS tracking, complete with alerts for excessive speed, geo-fence breaches and landmark arrival or departure, and ignition on/off, this solution can be used with certain hard-mounted and "plug and play" wireless GPS tracking devices. These devices offer extra security and protection from tampering while still offering the ability for the County to install the device quickly and easily.

Key Differentiators

- ◆ ActSoft is a Sprint-billed solution with a proven record of accomplishment as a partner
- ◆ **Strategic Accounts Group** – Customers with as little as 100 active devices qualify to be implemented, supported and managed by Actsoft's top support team.
- ◆ **Free Smart Device Mobile App** – Supervisors can download the free Android or iOS application to keep in touch with where vehicles and people are directly from their devices.
- ◆ **Posted Speed Limits** – Actsoft includes the posted street speed limit with each location. The County can create alerts based on their policies and receive alerts or run reports each time a driver exceeds a set value of the actual speed limit. Alerts can be sent to management and drivers to enforce safety and compliance.
- ◆ **Integrates with ESRI Maps and other systems** – Comet Connect and Actsoft's Professional Service team are able to help the County integrate Fleet data with several other applications including routing system, mapping application, CRMs and more.
- ◆ **Temperature Monitoring for Fleet and Assets** – The County can set high and low temperature thresholds and be alerted if temperatures fall outside of set ranges. The devices check temperatures every 10 seconds and will send notification immediately and regardless of tracking schedule. Up to 8 temperature zones can be supported per device.
- ◆ **Wireless Forms** – Advanced Wireless Forms will enable customers to have an unlimited amount of digital forms and also enforce which fields are required, set character limits, field types as well as capture signatures and pictures. Instant information and automatic emails of forms allows not only your customer but their customers to have accurate information in near real time.

Comet Fleet Pro

Cloud or Customer bundled hosted options allow the County to track the exact locations of your vehicles in real-time, monitor their speeds and stop times, and receive alerts if drivers are speeding, spending too much time in one location, or traveling to unauthorized locations. Comet Fleet Pro comes in a web and client version and has no upfront equipment charge.

Features Include:

- ◆ View workers on detailed maps
- ◆ See history, speed and location
- ◆ Alerts for speed, stop times and arrivals/departures from landmarks
- ◆ Monitor vehicle idling
- ◆ Schedule maintenance reminders
- ◆ Receive engine code alerts
- ◆ Monitor cargo temperature sensors
- ◆ Driver ID capability w/ NFC Key Fobs
- ◆ Field Manager Mobile App

In Conclusion

As a Sprint customer, the County can be assured of receiving best-in-class service and support, as well as some of the most competitive rates in the marketplace. Upon review of Sprint's capabilities, in conjunction with the Actsoft Comet Fleet solution, the County will conclude our proposal offers the potential for a successful partnership.

Legal Comments

Sprint is offering products and services under the Master Service Agreement For Services of Independent Contract (RFP/Contract #1907) with the Western States Contracting Alliance dba NASPO ValuePoint (formerly WSCA-NASPO) dated 4/12/12, as amended (the "NASPO ValuePoint Master Agreement"), pursuant to the existing Participating Addendum executed September 7, 2012 between Sprint and State of Missouri (the "Missouri-Participating Addendum"). The NASPO ValuePoint Master Agreement and the Missouri-Participating Addendum are collectively referred to herein as the "Missouri-NASPO ValuePoint Agreement." The Missouri-NASPO ValuePoint Agreement provides customers with a wide array of products and services, a standard set of negotiated terms and conditions, and highly competitive rate plans. Authorized users, such as Jefferson County, may place orders directly under the Missouri-NASPO ValuePoint Agreement with Sprint for listed products and services. Accordingly, Sprint respectfully takes a blanket exception to all IFB terms or conditions which conflict with or differ from the terms of the Missouri-NASPO ValuePoint Agreement or are not terms that are required by law.

To the extent Sprint has clarified or taken exception to a IFB term or proposed additional terms not addressed in the IFB, such comments have been included only after careful consideration of the IFB requirements, Sprint's corporate policies, and applicable law. Sprint has made a good faith effort to respond to all IFB terms and requirements to the best of its ability and knowledge.

Please note that eligibility to purchase under the Missouri-NASPO ValuePoint Agreement is subject to the review and final approval of NASPO ValuePoint.

Notwithstanding anything in the IFB to the contrary, the term of any agreement between the parties shall be coterminous with the Missouri-NASPO ValuePoint Agreement.

1.0 **BID REQUIREMENTS**

1.12 **Insurance Requirements**

Sprint respectfully takes exception to the following portions of this requirement and proposes the following alternative:

*The Vendor/Contractor shall purchase and maintain insurance with an insurance company **authorized licensed** to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise **authorized licensed** to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, **satisfactory to the County**, and to **insurable** indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents **except for the negligence and intentional misconduct of the County**. The insurance coverage shall be such as to fully protect the County and the general public from any and all **insurable** claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All **Commercial General Liability** policies, **except Workers' Compensation**, must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of*

Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

In addition:

- ◆ Sprint's insurers will be authorized in the state with Best rating of no less than A-: VII.
- ◆ County will be responsible for their own negligence and misconduct.
- ◆ Sprint will name County as additional insured on the CGL policy. It is not available on the Work Comp.

2.0 **BID RESPONSE AND CONTRACT**

2.2 Taxes

Sprint respectfully takes exception to the form of proof specified under this requirement and proposes the following alternative: Due to the volume and undue administrative burden of locating/obtaining tax receipts for the specified time period, Sprint will instead provide a copy of the applicable check(s) evidencing payment of taxes along with the copies of the County tax bills which the checks relate to.

2.4 Price

Sprint respectfully takes exception to this requirement and proposes the following clarification: Sprint is offering products and services pursuant to the Missouri-NASPO ValuePoint Agreement. The rates and discounts specifically identified in the Missouri-NASPO ValuePoint Agreement will remain fixed for the term (unless stated otherwise in the Missouri-NASPO ValuePoint Agreement). Rates and discounts not fixed in the Missouri-NASPO ValuePoint Agreement will be based on the then-current list price at the time of purchase. To the extent pricing in the Missouri-NASPO ValuePoint Agreement is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

2.5 Missouri Domestic Product Procurement Act

Sprint respectfully takes exception to this provision as not being applicable to Sprint. Sprint does not manufacture products or devices, and accordingly Sprint cannot make any representations regarding the origin of products or the availability of similar products domestically. In addition, Sprint is only bidding on telecommunications related products and services. Sprint is not bidding on construction, alteration, maintenance or repair services, nor does Sprint's proposal involve public works projects.

2.8 Inspection, Acceptance and Approvals

Sprint respectfully takes exception to this provision in its entirety. Inspection, acceptance and approvals shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.9 Warranty (Returns)

Sprint respectfully takes exception to this provision. Warranties shall be in accordance with the Missouri-NASPO ValuePoint Agreement. Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the Customer upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Missouri-NASPO ValuePoint Agreement, Sprint products and services are provided "as is." Sprint disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software. To the maximum extent possible, Sprint will pass through to Customer all warranties available to Sprint for any Product(s) acquired hereunder.

Refunds for equipment shall be in accordance with Missouri-NASPO ValuePoint Agreement and Sprint's then existing refund/return policies. For details on Sprint's return policy, please visit www.sprint.com/returns.

2.10 Payment

Sprint respectfully takes exception to this provision in its entirety. Payment shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.11 Change Order

Sprint respectfully takes exception to this requirement and proposes the following alternative:

Should the County require changes that affect the cost of the products or services offered by Sprint or its subcontractors during the proposed contract period, Sprint shall be entitled to an equitable adjustment. In the event Sprint requests a price adjustment in accordance with this Section, Sprint and County will negotiate any necessary additional charges to the State in good faith and with the understanding that time is of the essence in such negotiations. Sprint shall have the right to reject any requested change upon written notice to the County in the event either the parties are unable to reach agreement on an equitable adjustment or Sprint determines in its reasonable discretion that the requested changes are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis. Sprint shall have at least 45 days from the date of receipt of notice from the County requesting the change to assert its right to an adjustment.

2.12 Deliveries

Sprint respectfully takes exception to this provision in its entirety. Deliveries shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.13 Responsibility for Supplies (2nd sentence)

Sprint respectfully takes exception to the second sentence of this provision in its entirety. Risk of loss shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.14 Subcontracts

Sprint respectfully takes exception to this provision. Since Sprint agrees that it will assume all responsibility for its subcontractors, Sprint does not agree with County's right to approve or reject Sprint subcontractors or subcontractor personnel, nor does Sprint agree to provide details of the terms and conditions of the agreement between it and subcontractors. As prime vendor, Sprint is responsible for overall service performance and requires the ability to manage its subcontractors as necessary to fulfill the overall service performance if and when a subcontractor is required.

As additional clarification, Sprint does not consider local exchange carriers to be Sprint subcontractors and will not be responsible for the actions or inactions of access providers. In addition, Sprint does not consider the County's subcontractor approval rights or other subcontractor requirements set forth in the IFB or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between Sprint and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the County (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Sprint customers generally (as opposed to specifically for the County).

2.16 Termination

Sprint respectfully takes exception to this provision in its entirety. Termination shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.17 Notice

Sprint has read, understands and will comply, subject to the following modification: Notice to the County or to Sprint shall be in conformance with this provision. Addresses shall be either as stated on the bid form or on the contract.

2.20 Acts of God

Sprint respectfully takes exception to this provision in its entirety. Force Majeure shall be in accordance with the terms and conditions of the Missouri-NASPO ValuePoint Agreement.

2.23 Renewal Option

Sprint respectfully takes exception to length of renewal term set forth in this provision as being inconsistent with the term length set forth on Page 1 of the IFB and Page 14 of the IFB. See Sprint's general

SPECIFICATIONS (page 11-12)**Coverage**

Sprint respectfully takes exception these requirements.

Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.

Sprint will respond to outages within a commercially reasonable period.

In the event of scheduled network maintenance, Sprint shall make commercially reasonable efforts to notify Customer in advance of the area(s) that could be potentially affected by such maintenance. Sprint does not guarantee that network maintenance or other environmental conditions necessitating maintenance will be known or are knowable in advance and, therefore, Sprint cannot guarantee that Customer will be notified within a specified time frame of such maintenance. Sprint shall make commercially reasonable efforts to provide Customer with advance notification of major planned network element maintenance.

Sprint's sole liability arising from or related to Service disruption, regardless of the cause, is limited to a credit allowance equal to the proportionate charge to Customer for the period of the Service disruption. Service disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

Terms

Sprint understands that the County is requesting a 2-year term, with up to two additional 2-year renewals. Sprint is offering products and services under the Missouri-NASPO ValuePoint Agreement, the term of which (including all renewals) runs through June 30, 2019. Accordingly, since the Missouri-NASPO ValuePoint Agreement may expire or terminate during the requested initial term or renewal terms, Sprint respectfully takes exception to this requirement and proposes the following alternative:

Sprint is offering a 2-year initial term, with one 2-year renewal option, subject to the following conditions: (i) the exercise of any renewals of the contract between Sprint and County shall require the mutual written agreement of the parties, and (ii) any contract between the County and Sprint shall be coterminous with the Missouri-NASPO ValuePoint Agreement, notwithstanding anything in the IFB or Sprint's Proposal to the contrary.

Conflict/Precedence

Sprint is offering products and services under the Missouri-WSCA Agreement and Sprint respectfully takes a blanket exception to all IFB terms or conditions which conflict with or differ from the terms of the Missouri-WSCA Agreement or are not terms that are required by law. Additionally, if Sprint's

Proposal is accepted by the County, it is appropriate for Sprint's Proposal to take precedence over the original IFB to the extent that Sprint's Proposal contains any clarifications, additional details or variations from the IFB requirements. Accordingly, Sprint respectfully takes exception to this provision and proposes the following alternative:

In the event of an inconsistency or conflict between or among the provisions of the documents that make up the contract, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- a. Missouri-WSCA Agreement*
- b. Sprint's Response/Proposal*
- c. IFB*

In the event of inconsistency among the main body of a document and attachments/exhibits to the document, the order of precedence shall be the main body of this document and then the attachments/exhibits, in alphabetical or numerical order.



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: **2016 VEHICLE TRACKING SYSTEM**

Date Issued: **9-2-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, **OCTOBER 6, 2015**, AT 2:00 P.M. LOCAL TIME.

Specification
Contact: **KRISTY MOSS**
Department of Public Works
636-797-5569
kmoss@jeffcomo.org

Contract
Contact: **VICKIE PRATT**
Department of Administrative Services
636-797-5380

Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:
**UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

Vendor
Information:

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

MotionLink - A RouteMatch Company

Hill Hardman

Company Name

Authorized Agent (Print)

1201 W Peachtree St NW, Suite 3350

Address

Signature

Atlanta, GA 30309

Vice President

City/State/Zip Code

Title

404.998.5200

Telephone #

Date

Tax ID #

hill.hardman@motionlink.com

58-251-6425

E-mail

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 13.95 *

*Monthly cost per additional device after 82 devices in service: \$ 13.95

Equipment cost for light fleet per device (based on 34 devices) \$ 110.00 **

Additional equipment cost for light fleet per device after 34 devices in service: \$ 110.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 240.00 ***

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 240.00

Cellular service provider: Verizon and all other major carriers

*Monthly cost to include all the features listed above

Comments:

* $\$13.95 \times 82 = \$1,143.90$ / month total for 82 vehicles (includes software, data and support)

** $\$110.00 \times 34 = \$3,740.00$ (includes plug and play OBD II device)

*** $\$240.00 \times 48 = \$11,520.00$ (includes wired device + installation)



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**Vendor
Information:**

Motorola Solutions Inc.

Ali Kapadia

Company Name

Authorized Agent (Print)

1301 E. Algonquin Road

Address

Signature **

Schaumburg, IL 60196

City/State/Zip Code

MSSSI Vice President

Title

(847) 576-5000

Telephone #

10/1/15

Date

36-1115800

Tax ID #

Ali.Kapadia@motorolasolutions.com

E-mail

Fax #

** Motorola's bid is subject to the exceptions and additional terms and conditions set forth herein.

2.1 EXCEPTIONS AND ADDITIONAL TERMS AND CONDITION 2016 VEHICLE TRACKING SYSTEM

1.10 Incorporation of Documents

Motorola's bid is subject to the exceptions and additional terms and conditions set forth herein. This bid as submitted sets forth Motorola's ability to comply with the County's specifications. If Motorola's bid is found acceptable and Motorola is awarded the contract, the bid and any resulting contract will take precedence over the County's terms and specifications in the Invitation for Bid.

1.12 Insurance

Motorola offers the following alternative insurance requirement:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, reasonably satisfactory to the County. The insurance coverage shall be such as to protect the County and the general public from claims for injury and damage resulting by actions on the part of the Vendor/Contractor or its' forces as enumerated above. General Liability policy shall include the County as an additional insured and Vendor/contractor shall provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED AFTER CONTRACT EXECUTION. JEFFERSON COUNTY MUST BE INCLUDED AS AN ADDITIONAL INSURED PROMPTLY AFTER CONTRACT EXECUTION. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Commercial General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such commercial general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death and \$2,000,000 general aggregate.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the Vendor/Contractor against claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The amount of such insurance will be \$1,000,000.00 per wrongful act and aggregate. Should any work be subcontracted, these limits will also apply, if applicable for scope of work of subcontractor.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:** per Missouri Revised Statutes Chapter 287



The Vendor/Contractor and similarly his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits of \$1,000,000.

2.1 Bidder Representations

Motorola's bid is subject to the exceptions and additional terms and conditions set forth herein. This bid as submitted sets forth Motorola's ability to comply with the County's specifications. If Motorola's bid is found acceptable and Motorola is awarded the contract, the bid and any resulting contract will take precedence over the County's terms and specifications in the Invitation for Bid.

2.4 Price

Motorola takes exception to, and proposes deletion of, the following:

The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly.

2.7 Definitions

Motorola offers the following alternative definition of "Vendor":

The term "Vendor" means Supplier, Contractor, and Seller.

2.8 Inspection, Acceptance and Approvals

Motorola proposes deletion of ", including a reduction in price for rejected goods" in the fifth sentence:

2.9 Warranty

Motorola offers the following warranty in lieu of all other warranties, expressed or implied:

Motorola Software is warranted in accordance with the Motorola's Software License Agreement. For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.10 Payment



Motorola proposes addition of the following sentence:

Customer will make payments to Seller within twenty (20) days after the invoice date. Invoices will be issued for products upon shipment of products and for services upon completion of services.

2.11 Change Order

Motorola offers the following alternative language:

Either Party may request changes within the general scope of this contract. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.14 Subcontracts

Motorola offers the following alternative language:

Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

2.15 Choice of Law

Motorola offers the following alternative language:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri or in United States District Court for the Eastern District of Missouri.

2.16 Termination

Motorola proposes replacement of the last sentence of 2.16.A with the following:

If Customer exercises its right to terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination.

2.17 Notice and Service Thereof

Motorola proposes replacement of the word "posted" with the word "received".

2.25 Litigation

Motorola offers the following alternative language:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri or in United States District Court for the Eastern District of Missouri.

Additional Terms and Conditions

Motorola proposes the following additional terms and conditions:

Title and Risk of Loss. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time.

Software. Software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is hereby incorporated herein by this reference.



Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

Limitation of Liability. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties.



PRICING SUMMARY

3.1 PRICING

Qty	Model No.	Description	List Price	Discounted Unit Price	Extended Price
112	M36URS9PW1 N	APX1500 7/800	\$1,354.00	\$828.65	\$92,808.58
112	GA01339	ENH: SW P25 TRUNKING	\$1,070.00	\$654.84	\$73,342.08
112	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.06	\$342.72
112	GA00804	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	\$301.10	\$33,723.65
112	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
112	G66	ADD: DASH MOUNT - (APX1500 IS DASH ONLY)	\$125.00	\$76.50	\$8,568.00
112	G335	ADD: ANT 1/4 WAVE 762-870MHZ	\$14.00	\$8.57	\$959.62
112	W22	ADD: PALM MICROPHONE	\$72.00	\$44.06	\$4,935.17
112	G142	ADD: NO SPEAKER NEEDED	\$0.00	\$0.00	\$0.00
112	GA00229	ENH: APX GPS ACTIVATION	\$150.00	\$91.80	\$10,281.60
112	GA00226	ADD: GPS ANTENNA	\$75.00	\$45.90	\$5,140.80
1		Installation and programming	—	—	\$37,326
Total			\$250,566.00		

Notes:

- In addition, for up to 200 radios = \$15,000 license fee
- All installation and programming to be performed at one Wireless USA or one customer location
- Would require discussion with STLC to determine feasibility of GPS
- Pricing is valid until Motorola system acceptance by Jefferson County - date TBD





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Date Issued: **9-2-15**

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Specification

Contact:

KRISTY MOSS
Department of Public Works
636-797-5569
kmoss@jeffcomo.org

Contract

Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5380

Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED BID: (BID NAME)	

Contract Term:

UPON APPROVAL OF THE
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**Vendor
Information:**

TrackmateGPS LLC	Wolf Toder
Company Name	Authorized Agent (Print)
1758 55th Street	
Address	Signature
Brooklyn, NY 11204	VP
City/State/Zip Code	Title
718-878-4056	09/16/2015 46-360-1894
Telephone #	Date Tax ID #
wolf@trackmategps.com	718-437-3816
E-mail	Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ \$ 9.00 for 5 minutes interval

*Monthly cost per additional device after 82 devices in service: \$ \$ 9.00 for 5 minutes interval

Equipment cost for light fleet per device (based on 34 devices) \$ \$ 48.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ \$ 48.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ \$ 48.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ \$ 48.00

Cellular service provider: AT&T combined with T-Mobile (our devices automatically detect the strongest signal)

*Monthly cost to include all the features listed above

Comments:

Our devices and platform have the highest rating on Amazon. We currently provide GPS tracking to Adams County for their fleet. Please contact Lance Bishop (director of IT) - 601-304-7853 or by email lancebishop@adamscountymn.gov for any questions and referrals.

Please visit our website www.trackmateGPS.com for live demos.

These additional plans are available as well:

\$ 13.00	for 2 minutes update
\$ 16.00	for 1 minute update
\$ 23.00	for 30 sec. update
\$ 30.00	for 3 sec. update

Reading some of our customer reviews on Amazon- <http://amzn.com/B00GA98XAE> will definitively impress you.



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Rocky Mountain Tracking, Inc.	Carlo Argila
Company Name	Authorized Agent (Print)
225 W Oak, Suite B	
Address	Signature
Fort Collins, CO 80521	General Manager
City/State/Zip Code	Title
970-207-1023	1 October 2015
Telephone #	Date
carlo@s7group.com	Tax ID #
E-mail	970-493-5255
	20-2089844
	Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 14.95

*Monthly cost per additional device after 82 devices in service: \$ 14.95

Equipment cost for light fleet per device (based on 34 devices) \$ 126.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 126.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 182.00 (ruggedized) / \$161.00 (non-ruggedized)

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 182.00 (ruggedized) / \$161.00 (non-ruggedized)

Cellular service provider: AT&T 3G (HSPA)

*Monthly cost to include all the features listed above

Comments:

\$14.95 per month / per device includes one minute interval reporting. Light fleet vehicles with an OBD-II (ECM) port
require minimal installation time/cost. Recommend the \$126 device for any vehicles with an OBD-II port.

The \$182.00 ruggedized device is recommended for mowers and includes a substantial backup battery. The \$161
device is recommended for mounting internally in any vehicles lacking an OBD-II port.





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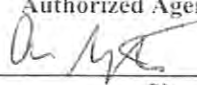
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VENDOR ADDRESS
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TESSCO Incorporated	Aric Spitulnik
Company Name	Authorized Agent (Print)
11126 McCormick Rd	* 
Address	Signature
Hunt Valley, MD 21031	Senior Vice President & CFO
City/State/Zip Code	Title
800-472-7373	9/29/2015 52-1868893
Telephone #	Date Tax ID #
contracts@tessco.com	410-527-0005
E-mail	Fax #

*Subject to mutual agreement on Terms and Conditions upon award.

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 15.95

*Monthly cost per additional device after 82 devices in service: \$ 15.95

Equipment cost for light fleet per device (based on 34 devices) \$ 175.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 175.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 225.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 225.00

Cellular service provider: AT&T and T-Mobile dual mode SIM

*Monthly cost to include all the features listed above

Comments:

- Reporting intervals are adjustable but will have a minimum limit of 2 minutes.
- TESSCO proposes innovative approaches to address Jefferson County's wireless connectivity challenges:

Common Approach	TESSCO's innovative solution	TESSCO's Benefit
Single mode SIM fails to transmit crucial data due to out of coverage conditions.	TESSCO will offer a dual mode SIM with both AT&T + T-Mobile. If the SIM loses signal on one network, it will automatically switch to another network available in the area.	Improved connectivity - even if the SIM is being used in rural areas, it is less likely to lose its connection than standard single-network SIMs.

- Installation
 - Pricing is based on installation to be completed over 2 days. If all vehicles are not available over a 2 day period, additional charges will apply.



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 WWW.JEFFCOMO.ORG

Invitation for Bid: 2016 VEHICLE TRACKING SYSTEM

Date Issued: 9-2-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 6, 2015, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KRISTY MOSS
 Department of Public Works
 636-797-5569
 kmoss@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:
 UPON APPROVAL OF THE
 COUNTY COUNCIL AND
 COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

International Road Dynamics Corp.

David Cortens

Company Name

Authorized Agent (Print)

2402 Spring Ridge Drive, Suite E

Address

Signature

Spring Grove, IL, 60081

Chief Financial Officer

City/State/Zip Code

Title

306-653-6600

Oct 2, 2015

38-3522856

Telephone #

Date

Tax ID #

david.cortens@irdinc.com

306-242-5599

E-mail

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 17.00

*Monthly cost per additional device after 82 devices in service: \$ 17.00

Equipment cost for light fleet per device (based on 34 devices) \$ 193.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 193.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 312.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 312.00

Cellular service provider: Verizon

*Monthly cost to include all the features listed above

Comments:

International Road Dynamics would like to clarify that the new equipment and the damaged/broken devices in the top paragraph will not be replaced by vendor at no charge, but will be supplied at the additional equipment cost shown above.



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 kmoss@jeffcomo.org

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Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

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SAMPLE ENVELOPE

VENDOR NAME Air Automotive Tracking.
 VENDOR ADDRESS 23994 616 Corporate Way, Valley Cottage, NY.
 CONTACT NUMBER (855) 692 4756 DEPARTMENT OF THE COUNTY CLERK
 JEFFERSON COUNTY MISSOURI
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050-0100
 SEALED BID: (BID NAME) 2016 Vehicle Tracking System

Contract Term:
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 COUNTY EXECUTIVE

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**Vendor
Information:**

Air Automotive Tracking Inc. MARTIN HUPA.
 Company Name Authorized Agent (Print)
23994 616 Corporate Way. [Signature]
 Address Signature
Valley Cottage / NY / 10989 General Manager.
 City/State/Zip Code Title
(855) 692 4756 x 401 23/09/15 32-0444856
 Telephone # Date Tax ID #
martin.hupa@aatracking.com (845) 459 8973
 E-mail Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 25.00

*Monthly cost per additional device after 82 devices in service: \$ 25.00

Equipment cost for light fleet per device (based on 34 devices) \$ 255.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 255.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 235.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 235.00

Cellular service provider: AT&T

*Monthly cost to include all the features listed above

Comments:

1 yr. Warranty included. Additional Warranty can be purchased
for \$10/device/year.
Visits not under warranty are charged minimum \$100/first hour.
Toll-free technical support & ¹On-site training & setup are included free.
session



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Department of Public Works

636-797-5569

kmoss@jeffcomo.org

Contract

Contact:

VICKIE PRATT

Department of Administrative Services

636-797-5380

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HILLSBORO MO 63050-0100

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Contract Term:

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CalAmp Radio Satellite Integrators

Jon Michels

Company Name

Authorized Agent (Print)

19144 Van Ness Ave

Address

Signature

Torrance, CA 90501

Vice-President

City/State/Zip Code

Title

(310) 564-8500

10/2/15

33-0477102

Telephone #

Date

Tax ID #

blim@calamp.com

(310) 787-7435

E-mail

Fax #

SEE ATTACHED PRICING SHEETS

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 19.00

*Monthly cost per additional device after 82 devices in service: \$ 19.00

Equipment cost for light fleet per device (based on 34 devices) \$ 125.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 125.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 165.00 (mowers only, heavy fleet can use the same device as light fleet)

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

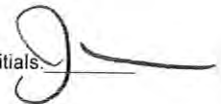
\$ 165.00 (mowers only, heavy fleet can use the same device as light fleet)

Cellular service provider: Verizon

*Monthly cost to include all the features listed above

Comments:

See Attached Pricing Sheets





Jefferson County
Invitation for Bid
2016 Vehicle Tracking System

MOBILE HARDWARE					
quantity		per unit			total
100	MOBILE UNIT (LMU 2720) <i>Mobile Units Configured for cellular network Includes standard tamper alert back-up battery Hard-wired, includes all necessary cabling and mount.</i>	\$	125	each	\$ 12,500
8	MOBILE UNIT (TTU)(Multi-use asset tracker) <i>All weather enclosure for mowers.</i>	\$	165	each	\$ 1,320
108	MOBILE UNIT INSTALLATION PER VEHICLE <i>Client staff can be easily trained on installations.</i>	\$	85	each	\$ 9,180
HARDWARE & INSTALLATION TOTAL					\$ 21,680

MONTHLY WEB TRACKING SERVICE FEES					
quantity		per unit			total
108	CALAMP GOVOUTLOOK TRACKING SERVICE FEES (per Month per Device) <i>GovOutlook Web Browser Based ESRI ArcGIS Server Mapping & Reporting Includes wireless data plan and unlimited Web software access. Service fees are calculated per vehicle per month. Assumes 2 minute update rate, plus stops, starts, turns, and events. Other update rates available as an option.</i>	\$	19.00	each	\$ 2,052
Optional update rates:					
		60 seconds	\$ 21.00	each	
		30 seconds	\$ 23.00	each	
ONE YEAR SERVICE FOR FLEET					\$ 24,624

ADDITIONAL SYSTEM OPTIONS				
TBD	quantity	per unit		total
1	DAYS ONSITE TRAINING (remote training is free)	\$	1,000 each	\$ 1,000
1	LOT TRAVEL EXPENSES (per trip)	\$	950 each	\$ 950
1	Sensor Integration to existing on-vehicle sensor (each) <i>(broom, plow, PTO, door, box, etc)</i>	\$	45 each	\$ 45
1	ENGINE DIAGNOSTIC DATA INTERFACE ADD-ON (Light Duty OBD-II)	\$	65 each	\$ 65
1	ENGINE DIAGNOSTIC DATA INTERFACE ADD-ON (Heavy Duty JBus)	\$	95 each	\$ 95
1	CALAMP CUSTOMIZED GARMIN MDTs <i>Customized messaging and navigation device</i> <i>Includes Mount, Cabling, & Configuration</i>	\$	375 each	\$ 375
1	MOBILE UNIT (TTU)(Multi-use asset tracker)	\$	165 each	\$ 165
1	MOBILE UNIT (ATU)(Battery powered asset tracker)	\$	150 each	\$ 150
1	MOBILE UNIT (LMU 5000) (High Speed Router) <i>Requires separate broadband wireless account.</i>	\$	595 each	\$ 595
1	Real Time Data Feed to Third Party System	TBD	each	\$ -
1	RF ID Reader (Driver ID)	\$	250 each	\$ 250
1	Emergency Buttons Wireless Handheld Medallion	\$	150 each	\$ 150
1	In Vehicle Button (Emergency or other status) <i>Hard-wired On-Vehicle Button</i>	\$	75 each	\$ 75
1	Magnetic Card Stripe Reader (Driver ID)	\$	125 each	\$ 125
1	iButton/Key Fob Reader (Driver ID)	\$	95 each	\$ 95
108	EXTENDED ANNUAL WARRANTY ON HARDWARE (per unit) <i>Optional Hardware Warranty Past year one.</i>	\$	18 each	\$ 1,944

CONFIDENTIAL

Does not include any applicable sales tax.

Bonding may incur additional fees.

Minimum Order Quantities may apply for some products.

Includes all manuals and documentation

FOB Torrance, CA



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

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Date Issued: 9-2-15

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Department of Public Works
636-797-5569
kmoss@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

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VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:

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**Vendor
Information:**

Reltronic Technologies Inc. Shivangi Gayjar
Company Name Authorized Agent (Print)
333 Metro Park S-N209 Sgajjar
Address Signature
Rochester NY 14623 Program Manager
City/State/Zip Code Title
(585) 427-2550 10/2/2015 01-0734347
Telephone # Date Tax ID #
sgajjar@reltronic.com (585) 368-5905
E-mail or Fax #
sa@reltronicstech.com

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 32 devices):

\$ 21.85

*Monthly cost per additional device after 32 devices in service:

\$ 21.85

Equipment cost for light fleet per device (based on 34 devices)

\$ ~~21.85~~ 259.95

Additional equipment cost for light fleet per device after 34 devices in service:

\$ 259.95

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 259.95

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 259.95

Cellular service provider: ATT OR VERIZON

*Monthly cost to include all the features listed above

Comments:

Future Activation / Deactivation / Transfer - \$49.95

Future Installation / Transfer - \$49.95



JEFFERSON COUNTY
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MarshallGIS

Elizabeth J. Marshall

Company Name

Authorized Agent (Print)

2915 N. Cole Rd.

Address

Boise, ID 83704

CEO

City/State/Zip Code

Title

(208) 514-0411

10/5/2015

91-1642188

Telephone #

Date

Tax ID #

emarshall@marshallgis.com

(208) 514-0411

E-mail

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 22.00

*Monthly cost per additional device after 82 devices in service: \$ 22.00

Equipment cost for light fleet per device (based on 34 devices) \$ 115.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 115.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 115.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 115.00

Cellular service provider: Verizon

*Monthly cost to include all the features listed above

Comments:

Hardware cost is "Setup & Activation" fees. All hardware is owned by MarshallGIS. We provide lifetime warranty on hardware.

Administrator and User training is included.

Integration with GIS using a GeoEvent processor connector included.

Garmin interoperability available at an additional cost.

Monthly cost pricing is based on a full year payment made up front.



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Date Issued: **9-2-15**

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**Contract
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JEFFERSON COUNTY MISSOURI
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Contract Term:
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**Vendor
Information:**

GOTRACK Inc.
Company Name

TOM HASTIE
Authorized Agent (Print)

1324 NW MAIN ST.
Address

[Signature]
Signature

LEES Summit, MO 64086
City/State/Zip Code

GENERAL MANAGER
Title

800-772-2885
Telephone #

9/30/15 **43-1659202**
Date Tax ID #

TAD@GOTRACK.COM
E-mail

816-554-2081
Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 200.⁰⁰ PER YEAR

*Monthly cost per additional device after 82 devices in service: \$ 200.⁰⁰ PER YEAR

Equipment cost for light fleet per device (based on 34 devices) \$ NO CHARGE

Additional equipment cost for light fleet per device after 34 devices in service: \$ NO CHARGE

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ NO CHARGE

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ NO CHARGE

Cellular service provider: AT&T

*Monthly cost to include all the features listed above

Comments:

1 minute interval (Included no additional charge)
HARSH BRAKING ALERT NOT INCLUDED

Enclosure F.6

Vendor Information Form – Initialed pages of IFB



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kmoss@jeffcomo.org

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Networkfleet, Inc.	Jennifer Alexander
Company Name	Authorized Agent (Print)
6363 Greenwich Drive, #200	
Address	Signature
San Diego, CA 92122	Sr. Contract Manager
City/State/Zip Code	Title
(858) 658-6806	33-0872319
Telephone #	Date
jalexander@verizon.com	Tax ID #
E-mail	(815) 301-1863
	Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ Refer to Enclosure F.4

*Monthly cost per additional device after 82 devices in service: \$ Refer to Enclosure F.4

Equipment cost for light fleet per device (based on 34 devices) \$ Refer to Enclosure F.4

Additional equipment cost for light fleet per device after 34 devices in service: \$ Refer to Enclosure F.4

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ Refer to Enclosure F.4

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ Refer to Enclosure F.4

Cellular service provider: Verizon Wireless

*Monthly cost to include all the features listed above

Comments:

Please refer to Enclosure A for Networkfleet's exceptions. Please refer to Enclosure F.4 for more detailed information related to pricing.

ENCLOSURE E

Networkfleet's Product and Services Price List under GSA Contract GS-07F-559R

SIN	Manufacturer	Part Number	Product Description	GSA Price	Warranty	COO
-----	--------------	-------------	---------------------	-----------	----------	-----

HARDWARE

426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GSP and Diagnostics Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1000N2VD/1000N2ED	Networkfleet Asset Guard BX/PW	\$ 160.00	see T&Cs	US

SERVICES

426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard BX/PW)	\$ 13.95	see T&Cs	US
426-4Q	Networkfleet	CONNECTMS	Garmin CONNECT fee	\$ 5.95	see T&Cs	US
426-4Q	Networkfleet	CUR60SMS	60 Second Configurable Update Rate	\$ 4.00	see T&Cs	US
426-4Q	Networkfleet	CUR45SMS	45 Second Configurable Update Rate	\$ 6.00	see T&Cs	US
426-4Q	Networkfleet	CUR30SMS	30 Second Configurable Update Rate	\$ 8.00	see T&Cs	US
426-4Q	Networkfleet	CUR15SMS	15 Second Configurable Update Rate	\$ 12.00	see T&Cs	US

ACCESSORIES

426-4Q	Networkfleet	PARTS043	6 pin Harness	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS044	9 Pin Harness w/ square flange	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS045	9 Pin Harness w/ D mount	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS046	Universal Harness (3 wire)	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS047	OBD Harness	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS059	Quick Install Harness	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS030	Reinstallation Kit	\$ 3.00	see T&Cs	US
426-4Q	Networkfleet	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	see T&Cs	US
426-4Q	Networkfleet	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS049	Alternate Power Adaptor (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	see T&Cs	US
426-4Q	Networkfleet	PARTS054	Garmin FMI Modified Cable	\$ 55.00	see T&Cs	US
426-4Q	Networkfleet	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	see T&Cs	US
426-4Q	Networkfleet	A-PEM001	PEM Port Expansion Module	\$ 140.00	see T&Cs	US
426-4Q	Networkfleet	PARTS065	Asset Guard BX Replacement Battery (1)	\$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS066	Asset Guard BX Magnet Mount Kit (set of 4)	\$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS062	Driver ID Reader Adapter	\$ 30.00	see T&Cs	US
426-4Q	Networkfleet	PARTS060	Driver ID Reader	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	PARTS061	Driver ID Key	\$ 3.50	see T&Cs	US
426-4Q	Networkfleet	PARTS070	16-pin Heavy Duty Harness	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS071	Bluetooth Extension	\$ -	see T&Cs	US
426-4Q	Networkfleet	PARTS087	Driver ID Reader Audible	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	see T&Cs	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	see T&Cs	US

INSTALLATION

426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-FULL	Full Day Installation Training	\$ 300.00	see T&Cs	US



Networkfleet Hardware & Service Order

Per the Terms and Conditions of Networkfleet's GSA Contract# GS-07F-5559R

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Order Information			
Date	October 6, 2015	Order Type	New Business
Purchased Type	Purchase	Pricing Set-Up	Account Level
Contract Type	GSA Contract# GS-07F-5559R	Customer #	
PO # (only for purposes of including on invoice)		Account Sub Type	Public Sector
Term	12 Months	Sales Contact	Erik Schanou (402) 910-7955 erik.schanou@verizon.com

Company Information		Accounts Payable	
Company Name	Jefferson County Missouri	Name	
DBA		Phone	
Address	729 Maple Street	Email	
City	Hillsboro	Fleet Website User	
State	MO	Main User Name	
Zip	63050	Main User Email	
Country	USA		
Time Zone	CST		

Products & Services				
Item Description	Code	Qty	Unit Price	One Time Total/ Monthly Recurring Total
5500N3VD GPS Diagnostics	5500N3VD	100	\$80.00	\$8,000.00
5200N3VD GPS Vehicle Unit	5200N3VD	8	\$80.00	\$640.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	PARTS047	45	\$30.23	\$1,360.35
9-pin Heavy Duty Harness with Square Flange (5500/5200)	PARTS044	55	\$30.23	\$1,662.65
Universal Harness	PARTS046	8	\$9.57	\$76.56
5500 Monthly Service Fees	5500MS	100	\$18.95	\$1,895.00
5200 Monthly Service Fees	5200MS	8	\$17.95	\$143.60
Shipping		108	\$2.00	\$216.00

Total One Time Purchase	\$11,955.56
Total Monthly Recurring	\$2,038.60

Additional Terms & Conditions

Shipping Procedures
Shipping Method* Ground

* Shipping and/or applicable taxes are not included in the above pricing. Any applicable shipping and taxes will be applied to your invoice.

Terms and Conditions

This order is pursuant to the Terms and Conditions of Networkfleet's GSA Contract# GS-07F-5559R only. The PO# if listed above is only for purposes of including as a reference on the invoice and any terms and conditions from a PO supplied by Jefferson County Missouri are rejected, void and have no force and effect. By providing your signature you agree that Networkfleet is authorized to charge the credit/debit card provided on this order form, or to charge the credit/debit card already on file, on a periodic basis for the amount due under Jefferson County Missouri's account with Networkfleet. You acknowledge, guarantee, and warrant that you are the legal card holder for the credit/debit card provided and that you are legally authorized to enter into a recurring billing arrangement with Networkfleet. If no credit card/debit card is provided on this order form or has been previously provided, then subject to a credit review, Networkfleet may grant credit terms. You will be notified separately by Networkfleet of your credit terms if granted. You understand that in order to make any alternate payment arrangements, you will contact Networkfleet in writing at NWFAccountsreceivable@verizon.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require Networkfleet's written consent. This order is subject to acceptance by Networkfleet and is not binding on Networkfleet until it has been accepted by Networkfleet by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Jefferson County Missouri has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Jefferson County Missouri has authority to do so, and that Jefferson County Missouri agrees to all of the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R.

Customer Signature

Name	
Sign Here	
Title	
Email	
Date	

ENCLOSURE A

Networkfleet's Exceptions to the County's Terms and Conditions and Specifications

Jefferson County Specifications	NWF's Exception or Clarification
1.9 Alternate Bid	NWF is offering an Alternative Bid. NWF's offer is pursuant the terms and conditions of NWF's GSA Contract # GS-07F-5559R. Please refer to Enclosure F.4 for the GSA Order Form. This table lists our exceptions to the County's terms and conditions and specifications. Should NWF be awarded a contract, NWF is happy to work with the County to draft mutually agreed terms and conditions of the final contract.
1.12 Insurance Coverage amounts	NWF has provided with this response a copy of our Evidence of Insurance certificate. NWF's standard coverage amounts meet the County's minimum coverage amounts. Should NWF be awarded a contract we will name the County as an additional insured.
1.12 Insurance: Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.	NWF takes exception to this language. The dispute resolution process is per NWF's GSA Contract # GS-07F-5559R.
2.4 Price: The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly	NWF takes exception to this language. NWF is offering GSA pricing.
2.7 Definitions: Agreement	NWF takes exception to the definition of Agreement. NWF is offering an Alternative Bid pursuant to NWF's GSA Contract # GS-07F-5559R. In order to comply with the IFB, NWF is signing the Agreement form (See Enclosure F.4) however, the definition of Agreement is NWF's GSA Contract # GS-07F-5559R. We are including a GSA order form that includes the product, quantity and pricing. We are happy to discuss mutually agreed terms and conditions which incorporate NWF's GSA Contract along with additional terms the County would like to include. However, we have signed the form in triplicate in the event the County is amenable to a procurement pursuant to the terms and conditions of NWF's GSA Contract # GS-07F-5559R.
2.8 Inspection, Acceptance and Approvals	NWF takes exception to the language in this section. NWF's product is a commercial off the shelf product. Per NWF's GSA Contract # GS-07F-5559R, title transfers upon shipment. Any devices not performing to specification would be addressed per our warranty policy.
2.9 Warranty	NWF takes exception to the language in this section. NWF's Limited Warranty as found in our GSA Contract #GS-07F-5559R shall apply.
2.10 Payment	NWF will require a valid Jefferson County tax exempt certificate in advance to process as tax exempt.
2.13 Responsibility for Supplies: Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County.	NWF takes exception to this language.
2.14 Subcontracts	NWF takes exception to the language in this section. NWF uses subcontractors as part of our certified installer network to perform initial installation, troubleshooting and warranty labor. We cannot be required to request permission from the County for the use of an installation subcontractor.
2.24 Individual, Partnerships, Corporations	NWF is a Corporation incorporated in the State of Delaware.
2.25 Litigation	NWF takes exception to the language in this section. The dispute resolution process is per NWF's GSA Contract # GS-07F-5559R.
SPECIFICATIONS: Included Features	Refer to Enclosure C for a detailed response which includes clarification and/or exceptions to the Included Features section.
SPECIFICATIONS: Coverage	NWF offers service in the requested location. Notifications are sent to customer in the event of service interruptions. The timing depends on the nature of the interruptions. We cannot agree to a 72 hour advance notice to the County. Service is 24/7 outside of our normal maintenance windows.
SPECIFICATIONS: Billing	Invoices are serialized by NWF's Serial Number. Invoices do not include a vehicle ID.
SPECIFICATIONS: Equipment: New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.	NWF takes exception to this language. Clarification is needed by what is meant by "new equipment , rotationdevices must be replaced by vendor at no charge." The 5000 series device has a limited lifetime warranty. Per the warranty policy, should a 5000 series device require replacement due to malfunction it will be done at no cost. Labor associated with the replacement is at no charge for the first year. Replacement devices are shipped free of charge Ground. Typical deliver is 2 - 4 business days. We cannot agree to a 48 hour delivery. The County can purchase 4 devices to be available on-hand at the rates listed in the price quote. It will be the County's responsibility to order additional devices to maintain 4 devices on hand.



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: **2016 VEHICLE TRACKING SYSTEM**

Date Issued: **9-2-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, **OCTOBER 6, 2015**, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KRISTY MOSS
Department of Public Works
636-797-5569
kmoss@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:

**UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

**Vendor
Information:**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

CompassCom Software Brent Willing
Company Name Authorized Agent (Print)

12353 East Easter Ave [Signature]
Address Signature

Centennial CO 80112 President
City/State/Zip Code Title

303-680-3311 10/5/2015 30-0352070
Telephone # Date Tax ID #

ecrowe@compasscom.com 303-766-2488
E-mail Fax #

EQUIPMENT:

few equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 27.95

*Monthly cost per additional device after 82 devices in service: \$ 27.95

Equipment cost for light fleet per device (based on 34 devices) \$ 177.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 177.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 177.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 177.00

Cellular service provider: Verizon

Monthly cost to include all the features listed above

Comments:





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636-797-5569

kmoss@jeffcomo.org

Contract

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Department of Administrative Services

636-797-5380

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

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729 MAPLE ST / PO BOX 100

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Fleet Analytics, LLC	Gary Page
Company Name	Authorized Agent (Print)
7630 Stratton Pt	
Address	Signature
Suwanee, GA 30024	President
City/State/Zip Code	Title
770-329-0847	10/2/2015 46-0809530
Telephone #	Date Tax ID #
gary@fleetanalytics.net	678-947-5408
E-mail	Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 1,230.00

*Monthly cost per additional device after 82 devices in service: \$ 15.00

Equipment cost for light fleet per device (based on 34 devices) \$ 3,060.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 90.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 6,720.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 140.00

Cellular service provider: Verizon, T-Mobile or AT&T (whichever the County prefers)

*Monthly cost to include all the features listed above

Comments:



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kmoss@jeffcomo.org

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636-797-5380

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<u>The Vestige Group LLC</u>	<u>Ken Brokaw</u>
Company Name	Authorized Agent (Print)
<u>3701 Arco Corporate Dr.</u>	<u>[Signature]</u>
Address	Signature
<u>Charlotte, NC 28273</u>	<u>COO</u>
City/State/Zip Code	Title
<u>704-321-4960</u>	<u>10/5/15</u>
Telephone #	Date
<u>sales@vestigegps.com</u>	<u>(855) 527-4343</u>
E-mail	Tax ID #
	Fax #

KR

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 14.99

*Monthly cost per additional device after 82 devices in service: \$ 14.99

Equipment cost for light fleet per device (based on 34 devices) \$ 199.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 199.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 199.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 199.00

Cellular service provider: Verizon Wireless

*Monthly cost to include all the features listed above

Comments:



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 kmoss@jeffcomo.org

Contract

Contact:

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**Vendor
 Information:**

SkyBitz

Company Name

Todd Lewis

Authorized Agent (Print)

2121 Cooperative way

Address Suite 550

[Signature]

Signature

Herndon, VA 20171

City/State/Zip Code

Vice President

Title

215-497-0100

Telephone #

9/30/15 51-6403675

Date

Tax ID #

tlewis@skybitz.com

E-mail

215-497-8805

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ \$19.95

*Monthly cost per additional device after 82 devices in service: \$ 19.95

Equipment cost for light fleet per device (based on 34 devices) \$ 175.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 175.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 225.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 225.00

Cellular service provider: ATT or Verizon - Customer choice

*Monthly cost to include all the features listed above

Comments:

\$7500/ device install.

JK



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**Specification
Contact:**

KRISTY MOSS
 Department of Public Works
 636-797-5569
 kmoss@jeffcomo.org

**Contract
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VICKIE PRATT
 Department of Administrative Services
 636-797-5380

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**Vendor
Information:**

TrackNet Fleet Tracking Systems

William P. Cahill, Jr.

Company Name

Authorized Agent (Print)

1215 Prytania St. Suite 403

William Cahill

Address

Signature

New Orleans, La. 70130

VP-Sales

City/State/Zip Code

Title

866.654.2226

10-02-2015

72-1434599

Telephone #

Date

Tax ID #

wcahill@tracknetonline.com

509.692.4686

E-mail

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 1516.18

*Monthly cost per additional device after 82 devices in service: \$ 18.49

Equipment cost for light fleet per device (based on 34 devices) \$ 4,418.64

Additional equipment cost for light fleet per device after 34 devices in service: \$ 129.69

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 6440.16

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 134.17

Cellular service provider: Verizon or AT&T

*Monthly cost to include all the features listed above

Comments:



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
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Invitation for Bid: 2016 VEHICLE TRACKING SYSTEM **Date Issued:** 9-2-15

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Specification	KRISTY MOSS Department of Public Works Contact: 636-797-5569 kmoss@jeffcomo.org																								
Contract	VICKIE PRATT Department of Administrative Services Contact: 636-797-5380																								
Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:	VENDOR NAME VENDOR ADDRESS CONTACT NUMBER DEPARTMENT OF THE COUNTY CLERK JEFFERSON COUNTY MISSOURI 729 MAPLE ST / PO BOX 100 HILLSBORO MO 63050-0100																								
Contract Term: UPON APPROVAL OF THE and COUNTY COUNCIL AND COUNTY EXECUTIVE	SEALED BID: (BID NAME) The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified.** This Bid, if accepted, will constitute an Agreement Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.																								
Vendor Information:	<table border="0"><tr><td><u>ATT MOBILITY NATIONAL ACCT'S</u></td><td><u>MARYJANE DAY</u></td></tr><tr><td>Company Name</td><td>Authorized Agent (Print)</td></tr><tr><td><u>7229 MANCHESTER RD</u></td><td><u>Mary Jane Day</u></td></tr><tr><td>Address</td><td>Signature</td></tr><tr><td><u>ST LOUIS MO 63131</u></td><td><u>ACCOUNT MANAGER</u></td></tr><tr><td>City/State/Zip Code</td><td>Title</td></tr><tr><td><u>314 435 2445</u></td><td><u>10-5-15</u></td></tr><tr><td>Telephone #</td><td>Date</td></tr><tr><td><u>MD1931@ATT.COM</u></td><td><u>84-1659970</u></td></tr><tr><td>E-mail</td><td>Tax ID #</td></tr><tr><td></td><td><u>NA</u></td></tr><tr><td></td><td>Fax #</td></tr></table>	<u>ATT MOBILITY NATIONAL ACCT'S</u>	<u>MARYJANE DAY</u>	Company Name	Authorized Agent (Print)	<u>7229 MANCHESTER RD</u>	<u>Mary Jane Day</u>	Address	Signature	<u>ST LOUIS MO 63131</u>	<u>ACCOUNT MANAGER</u>	City/State/Zip Code	Title	<u>314 435 2445</u>	<u>10-5-15</u>	Telephone #	Date	<u>MD1931@ATT.COM</u>	<u>84-1659970</u>	E-mail	Tax ID #		<u>NA</u>		Fax #
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** AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**

(County must be added as additional insured if awarded)

AT&T's Response – Insurance certificate is attached.

- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**

- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**

**** AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.**

- 5. Cooperative Bid Form (last page)**

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

MSD

AT&Ts Response to Section 1.0 and 2.0: AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: ____"

1.1 BID SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated **"NO SUBSTITUTIONS"**. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties. ** AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

- B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

- C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

MJD

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:

D-1. If supplier fails to deliver the items required by the contract within the time specified; or

D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law. AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished. AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☐ Corporation. *X LIMITED LIABILITY COMPANY*

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of DELAWARE.

2.25 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

AT&Ts Response to Section 1.0 and 2.0: AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mary Jane Day (Name of Business Entity Authorized Representative) as Client Executive (Position/Title) first being duly sworn on my oath, affirm AT&T Mobility National Accounts LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **2016 VEHICLE TRACKING SYSTEM** (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that AT&T Mobility National Accounts LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **2016 VEHICLE TRACKING SYSTEM** (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Mary Jane Day
Authorized Representative's Signature

Mary Jane Day
Printed Name

Procurement Manager
Title

10-2-15
Date

Subscribed and sworn to before me this 2 of OCT 2015. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of St. Charles, State of
(NAME OF COUNTY)

Missouri
(NAME OF STATE)

and my commission expires on 10/1/17.
(DATE)

Amanda M. Howe
Signature of Notary

10/2/17
Date



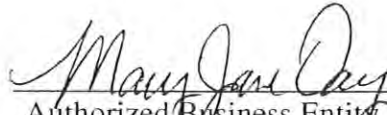
AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that AT&T Mobility National Accounts LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Mary Jane Day
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

AT&T Mobility National Accounts LLC
Business Entity Name

10-5-2015
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

Vehicle Tracking System

Vehicle Tracking System and Service must meet the following specifications:

Jefferson County, Department of Public Works is requesting proposals for Vehicle Tracking Systems and Services with an option of additional vehicles within the plan and a phased installation.

Total of users expected after Phase 1 and Phase 2 implemented (phase 2 to be implemented as funds allowed):

45 Light fleet (pickup trucks, SUVs)

8 Mowers

55 dump trucks

INCLUDED FEATURES:

Vehicle tracking system and service plan features much include: Web based software requiring no software installation; GPS/ tracking equipment internal to the vehicle; real time GPS location and status information on vehicles; ability to retrieve history on vehicle paths in a map format and in written description; user friendly interface that allows for data to be printed or exported; ability to map vehicle boundaries to determine if the vehicle has entered/ exited a boundary; built in alerts for speeding, idling, harsh braking, ignition on/ off, unauthorized use of a vehicle or out of boundary detection; ability to create flexible reports that document :stop, speeding, mileage, route history , and maintenance information; GPS tracking with various minute interval options (2 minutes, 5 minutes); customer support and training .

COVERAGE:

Coverage for the vehicle tracking system should include: Jefferson, Franklin, Washington, St. Genevieve , St. Francois, and St. Louis Counties. The County will be notified 72 hours in advance of any service interruptions. Outside of emergency conditions, the service should be provided 24 hours a day, 7 days a week including nights, weekends, and holidays. A detailed area coverage map must be provided.

BILLING:

Jefferson County requires two appointed account representatives that can be contacted between 7 AM – 5 PM Monday through Friday with questions regarding account billing issues, new activations, and other County needs.

Detailed paper copies of bills must be itemized by vehicle ID

Jefferson County is currently participating in the Western States Contracting Alliance (WSCA)

TERMS:

The agreement/ contract term is from 01/1/2016 through 12/30/2018 with no activation or early termination fees. Jefferson County reserves the right to renew this contract for two additional 24- month periods at the same discounts, terms, and conditions. Prices must remain firm during initial term of contract. Addenda (s) to contracts must be agreed upon by both parties in writing. County is tax exempt; no taxes should appear on billing invoices. AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.

MJD

_____:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

AT&T Response: Please note that new equipment is at cost and delivered within 2 weeks, replacement devices can sometimes take more than 48 hours to deliver due to holidays and weekends and travel costs would apply for the installation labor swaps. Gold Maintenance Plan includes 2 replacement devices at hand to replace damaged/broken equipment.

*Monthly cost per device (based on 82 devices): \$ 23

*Monthly cost per additional device after 82 devices in service: \$ 23

Equipment cost for light fleet per device (based on 34 devices) \$ 547 *

Additional equipment cost for light fleet per device after 34 devices in service: \$ 547 *

Equipment cost for heavy fleet/ mowers per device (based on 48 devices): \$ 547 *

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service: \$ 547 *

Web Based Training Session \$ 550

*AT&T Response: * Note that Equipment Costs includes 3G WT10x GPS/AVL Device, Installation, Diagnostic Connection, and Gold Maintenance Plan for extended service coverage for 1 year which includes on-site labor swaps, two way shipping, and replacement devices.*

Cellular service provider: AT&T Wireless (2 MB Data Plans Included above)

*Monthly cost to include all the features listed above

Comments:

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA") Agreement #1907 together with the corresponding State of Missouri Participating Addendum effective June 13, 2012 Agreement # 1700119 (the "WSCA PA") (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP.



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: 2016 VEHICLE TRACKING SYSTEM

Date Issued: 9-2-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 6, 2015, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KRISTY MOSS
Department of Public Works
636-797-5569
kmoss@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100
SEALED BID: (BID) NAME

Contract Term:

UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional two-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Navman Wireless Ltd. Jacquelyn Curtis
Company Name Authorized Agent (Print)
2701 Patriot Blvd Suite 125 Jacquelyn Curtis
Address Signature
Glenview IL 60026 Enterprise Sales Manager
City/State/Zip Code Title
856-780-0573 10-2-15 26-0540044
Telephone # Date Tax ID #
jackie.Curtis@navmanwireless.com 847-832-2388
E-mail Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices):

	LD	HD
	\$ 25.59	36.09

*Monthly cost per additional device after 82 devices in service:

	LD	HD
	\$ 25.59	36.09

Equipment cost for light fleet per device (based on 34 devices) \$ 230.34

Additional equipment cost for light fleet per device after 34 devices in service: \$ 230.34

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 299.20

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 299.20

Cellular service provider: AT&T or Verizon Wireless options available

*Monthly cost to include all the features listed above

Comments:

1. Navman Wireless provides volume discounts on 500 units and above
2. Navman Wireless provides additional equipment for In-cab messaging, navigation and mobile forms. There are other pieces of equipment for driver login, PTO activity and panic buttons.



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**Mail (3) Three
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With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED BID: (BID NAME)	

Contract Term:

UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

**Vendor
Information:**

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Sprocket LLC DBA Rural First	Robb Woolsey
Company Name	Authorized Agent (Print)
405 N Jefferson Ave	
Address	Signature
Springfield, MO 65806	CEO 46 0653591
City/State/Zip Code	Title
844-477-4636	10/5/15
Telephone #	Date
robbs@sprocketcomm.com	417-612-7085
E-mail	Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

*Monthly cost per device (based on 82 devices): \$ 26.50

*Monthly cost per additional device after 82 devices in service: \$ 26.50

Equipment cost for light fleet per device (based on 34 devices) \$ 160.00

Additional equipment cost for light fleet per device after 34 devices in service: \$ 160.00

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 180.00

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 180.00

Cellular service provider: Verizon Wireless

*Monthly cost to include all the features listed above

Comments:

Verizon Wireless Data included.
Rural First GPS tracking solution updates location and data
every 30 second interval and 45-Degree turn in direction.



JEFFERSON COUNTY
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Date Issued: 9-2-15

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Specification

Contact:

KRISTY MOSS

Department of Public Works

636-797-5569

kmoss@jeffcomo.org

Contract

Contact:

VICKIE PRATT

Department of Administrative Services

636-797-5380

**Mail (3) Three
 Complete Copies
 With Vendor And
 Bid Information As
 Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:

**UPON APPROVAL OF THE
 COUNTY COUNCIL AND
 COUNTY EXECUTIVE**

**Vendor
 Information:**

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Zonar Systems, Inc.

Michael C. King

Company Name

18200 Cascade Ave S

Authorized Agent (Print)

Address

Seattle, WA 98188

Signature

City/State/Zip Code

(206) 878-2459

Title

26-0499050

Telephone #

rfp.evaluation@zonarsystems.com

Date

Tax ID #

(206) 878-3082

E-mail

Fax #

EQUIPMENT:

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/ broken devices at all times throughout the term of the contract.

Monthly cost per device (based on 82 devices): \$ Varies

*Monthly cost per additional device after 82 devices in service: \$ No change from above

Equipment cost for light fleet per device (based on 34 devices) \$ 203.92

Additional equipment cost for light fleet per device after 34 devices in service: \$ 203.92

Equipment cost for heavy fleet/ mowers per device (based on 48 devices):

\$ 203.92

Additional equipment cost for heavy fleet/ mowers per device after 48 devices in service:

\$ 203.92

Cellular service provider: AT&T

*Monthly cost to include all the features listed above

Comments:

*Monthly Cost per device varies. For heavy fleet vehicles, each device
will be \$23.99 per month. For light fleet vehicles, each device will
be \$18.99 per month. Mowers likely to classify as Light Fleet.

Equipment cost includes cables. Please see attached Quote for more information.

PRICING



18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: 206.878.2459
Fax: 206.878.3082

QUOTATION

Quote Number:
Q146166 - 5

Quote Date:
09/28/15

Page:
1

Quoted To:

Jefferson County
Attn: Vickie Pratt
729 Maple St
PO Box 100
Hillsboro, MO 63050

Quoted Ship To:

Jefferson County
Attn: Vickie Pratt
729 Maple St
PO Box 100
Hillsboro, MO 63050

Customer ID	Good Thru	Payment Terms	SalesPerson
	10/28/15	Net 30 Days	Tyler Todhunter

Order Qty	Item	Description	Unit Price	Total
86	V3001-H	V3 GPS Kit	179.96	15,476.56
50	80959	Cable - V2J WW 2Pin Deutsch	23.96	1,198.00
36	H40023	Light Duty Cable Kit	23.96	862.56
86	ACT001-S	GSM Activation		
50	GPS001-S	Monthly V3 GTC Plus	23.99	1,199.50
36	GPS002-S	Monthly V3 GTC	18.99	683.64
1	TRAINING	Training	800.00	800.00
1	TRAVEL	Travel Estimate, Will be Billed at Cost	1,000.00	1,000.00
1	S&H	Shipping and Handling	322.50	322.50
		4 V3's to be Used as Replacement Devices		
		Three Year Contract Required		
		Early Termination Fees Will Apply		

Subtotal:	21,542.76
Total Sales Tax:	796.82
Total: USD	22,339.58

POWERED BY ZONAR™

Jefferson County 2016 Vehicle Tracking System Zonar Exceptions to Specific Terms & Conditions

#1 Requirement: 1.2 Basis of Bid Award

Exception: *Zonar's offering is a package, our hardware, data transmission service, data storage service, and data analysis software is designed to work as a package. We cannot sell any of those products/services individually, to work with other products/services provided by other vendors. In other words, Jefferson County could not purchase GPS hardware from Zonar and cellular data transmission from Verizon (because our GPS hardware will not work with Verizon's CDMA technology).*

Once the GPS data is stored on Zonar's servers, Jefferson County can export that data to other vendor's software packages. Zonar supports such data export for many other software platforms, but not all (the data must often be reformatted to work with other software). If Jefferson County requires data export, please define what software platforms such data will be used in, so we can verify if we can provide the required reformatting. Default data export options include conversion to PDF files, CSV files (Excel format), and KML files (viewable in Google Earth, a free mapping program, which allows the GPS data to be overlaid on a map; i.e., a path report).

#2 Requirement: 1.10 Contract Documents missing Vendor Software and User License

The products and services desired by Jefferson County include technology products and software, which are generally subject to a technology and/or software license.

Exception: *Zonar will not provide the quoted software and services without a license protecting Zonar's intellectual property.*

This can be done by negotiating a custom license agreement (inefficient), or by attaching Zonar's standard Service Agreement (attached to this document) to the contract as an attachment. Language can be included to make it clear that in the event of any conflicting terms, the County's T&Cs (modified per this document) will control.

#3 Requirement: Section 2.4 Price

2.4. The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement

Exception 1: *Zonar respectfully takes exception to the "cover" requirement to this requirement. If Zonar fails to perform Zonar will not be liable to purchases a competitors products for Jefferson County, nor be liable for any price difference.*

Exception 2: *Zonar respectfully takes exception to the "most favored nation pricing". Zonar provides services for approximately 400,000 GPS units based on over 1300 different contracts, some for contracts valid for 5 years or more. Those contracts include volume based discounts (one customer has purchased approximately 100k GPS devise with service from Zonar, and received substantial discounts based on that volume). Further, from time to time, Zonar offer's promotional pricing that varies from our normal pricing structure. Zonar believes the pricing provided in our response is competitive and equitable, but it is not practical to track all our contracts to ensure compliance with this requirement. If it comes to Jefferson County's attention that we have offered the type of general price decrease defined above, we will agree to engage in reasonable negotiation to reprice our services to Jefferson County, taking into account any additional costs/obligations required to service Jefferson County's account.*

#4 Requirement: Section 2.5 Domestic Product Procurement

2.5. Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

***Exception 1:** Zonar respectfully takes exception to this requirement. Our products and services are not sourced in Missouri. We design our hardware in Seattle, WA, and it is produced to our specification by several contract manufacturers, who have factories in Mexico, Atlanta (Georgia, USA), India, and Asia.*

#5 Requirement: Section 2.9 WARRANTY

***Exception:** Zonar offers the following warranties. We will include a 12 month warranty for installations. We are willing to negotiate different warranties but that may result in higher prices. PLEASE NOTE the following hardware warranty is for 5 years for GPS devices, 4 years longer than the County's requested warranty.*

LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE: Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handheld's, 2020 Tablets, Z PASS readers) is as follows: V3 Series HD GPS Product Line – 5 Years (V3, and V3R only; V3i, V2, V2J, and earlier Zonar GPS products have 1 year warranties); EVIR and all Other Serialized Hardware – 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1 877 THE EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

LIMITED HARDWARE WARRANTY FOR LEASED HARDWARE: Zonar warrants that the serialized (i.e., tracked by Zonar using unique serial numbers) Leased Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer as a leased item under this Agreement shall be free from all material defects in workmanship under normal use and service throughout the Term. Provided that such Leased Hardware is used and handled by Customer as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Leased Hardware with equivalent Leased Hardware in terms of performance and functionality. This warranty does not apply to ancillary components and ordinary wear items (e.g., batteries, cables brackets, cradles, etc.) and any Leased Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Leased Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Leased Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Leased Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1 877 THE EVIR.

WARRANTY LIMITATIONS: THE LIMITED WARRANTIES SET FORTH ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS AND ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#6 Requirement: Section 2.13 RESPONSIBILITY FOR SUPPLIES

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected

***Exception:** Zonar respectfully takes exception to the Missouri laborers requirement. The only labor requirement is the initial hardware installation, which is somewhat specialized. Our quote is based on using already trained installers from a national vendor. Using Missouri laborers would increase costs because we would first have to identify a source of skilled labor, and then train them on the installation of our products. If this requirement is inflexible we can comply, but that will void our quote as we will need to reprice the installation services.*

#7 Requirement: Section 2.14 Subcontracts

2.14 Subcontracts

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

***Exception:** Zonar respectfully takes exception to the requirement to receive approval for subcontracts. In order to supply the requested goods and services, Zonar has long term supply contracts that will be utilized to provide the requested products and services, including but not limited to:*

- 1. Data transmission contract with AT&T.*
- 2. Supply contracts with Sienna and Keytronics (contract manufacturers who product GPS systems to our design and specifications).*
- 3. Installation services from Velociti, a national installation vendor.*

#8 Requirement: Section 2.16 Termination

***Exception:** Zonar specifically rejects liability for payments to a different contractor due to a Zonar default. While Zonar has never defaulted on a contract, such language allows a Purchaser to pay higher than market rates for replacement goods, and charge the premium to Zonar. Such a practice is inequitable.*

#9 Requirement: Section 2.19 Prevailing wage for Installers

***Exception:** Zonar respectfully takes exception to the prevailing wage for installers' requirement. Please note our exception is based on our understanding that there is no prevailing wage for the labor required to install GPS hardware in a vehicle. If Jefferson County believes that there is a local prevailing wage for that activity, we will obtain quotes from vendor's providing such services, and Jefferson County will be responsible for the price difference between our vendor and that vendor.*

#10 Requirement: INDEMNIFICATION

***Exception:** The County's terms do not appear to include a vendor obligation requirement. Zonar will provide the following indemnification.*

INDEMNIFICATION: Zonar shall indemnify, defend, and hold harmless Purchaser from and against any third party claim, cause of action, or demand (each a Covered Claim"), including the cost and expense (including attorneys' fees) of: (i) any claim or allegation that Zonar's intellectual property infringes upon or misappropriates any intellectual property right of any third party, and (ii) any personal injury, or death caused by Zonar in the performance of this Agreement. Zonar shall have no obligation for claims arising from: (i) Purchaser's use of Zonar's intellectual property in combination with intellectual property not supplied by Zonar which infringes the rights of third parties; or (ii) unauthorized modification of the Zonar's intellectual property by Purchaser. To obtain the benefit of the above indemnification, Purchaser must (a) promptly notify Zonar following receipt of a Covered Claim, providing Zonar with all information reasonably available, and any assistance in the Covered Claim as Zonar reasonably requires from time to time; (ii) give Zonar full and exclusive authority in the defense and settlement of the Covered Claim (subject to Zonar obtaining Purchaser's consent before Zonar settles any claim in a fashion that would require any action by Purchaser); and (iii) neither make any admission nor in any other way prejudice Zonar's defense of the Covered Claim, other than factual statements in response to a valid court order. If a Covered Claim regarding intellectual property is made, or in Zonar's opinion such a Covered Claim is likely to occur, Zonar, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Purchaser the right to continue using and sublicensing the covered product or service; (b) use its reasonable endeavors to replace or modify the covered product or service so that it becomes non-infringing, provided the functionality of the covered product or service is not materially diminished thereby; or (c) where neither of the above remedies are practicably available to Zonar acting reasonably, reimburse Purchaser the hardware costs paid to Zonar for hardware purchases (but not for costs for leased or bundled hardware where Zonar retains title to such hardware), which shall be depreciated on a straight-line basis over a period of three years, and release Purchaser from any ongoing obligation to make Lease or Service payments on Hardware or Services that cannot be used (noting that any Leased Hardware must still be returned to Zonar if the lease is terminated due to a covered Claim). This clause states the exclusive and entire liability of Zonar to Purchaser, its members, officers, agents or employees in respect of a Covered Claim.

**ZONAR TERMS & LICENSE AGREEMENT FOR HARDWARE USE,
DATA TRANSMISSION, & DATA STORAGE SERVICES**

P.O. # _____
Quote #: _____
Contract #: _____

CUSTOMER INFO:

Name: _____
Address: _____
Market Segment: _____

This Zonar Terms and License Agreement is effective as of _____, 2015 ("Effective Date") and entered into between _____ ("Customer") and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The Parties agree that the following terms and conditions shall apply to Customer's lease and/or purchase of equipment and services from Zonar, whether procured directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's service and software offerings.

1. DEFINITIONS: The following capitalized terms shall have the meanings ascribed to them below:

- "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined in Section 11 below).
- "Hardware" means any equipment provided by Zonar to Customer under this Agreement.
- "Parties" means Zonar and Customer. "Party" means either of Zonar or Customer, as applicable.
- "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured hosted data center; monthly storage of collected data; customer support for hardware and data transmission issues; and/or any other services that Zonar or its authorized resellers makes available to Customer under this Agreement.
- "Software" means any Zonar sourced computer software and associated documentation made available to Customer under this Agreement. Such Software includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein.
- "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for purchase, license or use under this Agreement.

2. HARDWARE: Title to Purchased Hardware provided under this Agreement will be transferred to Customer (see Exhibit A for leased hardware). Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Purchased Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped FOB origin, such that title transfers to Customer when such Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of Zonar's choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its agents under, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a Quotation, GPS units are subject to a \$25 activation fee (which also applies to any reactivation after a unit has been turned off).

3. BUNDLED SERVICES/LEASED HARDWARE: Where a Zonar quote Zonar refers to a bundled service, this references that some or all of the Hardware cost has been incorporated into a monthly Service fee, to reduce up front capital expenditures. Unless otherwise noted, GPS units provided as part of a bundled Service are leased Hardware and Zonar retains title (the warranty terms of Exhibit A apply). If a quote does not provide a Hardware price for EVIR, ZPASS, or 2020 Hardware, such Hardware will be considered leased Hardware and Zonar retains title (the warranty terms of Exhibit A apply). In the event that Customer terminates this, in addition to the obligations defined in the Service Term section below, any leased or promotional hardware (where customer did not pay for such Hardware upfront) must be returned to Zonar at Customer expense, or Customer will be charged the then current list price for such Hardware.

4. SERVICES. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness.

5. SERVICE TERM/TERMINATION: The Service Term (and any lease term, collectively referred to as the "Term", noting that the minimum period for any Term including Leased Hardware is 3 years) shall be for a period of three (3) years following commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by Zonar or its agents on or before the 15th day of a month, Service billing shall commence on the first of the month following Hardware shipment; (b) For Hardware that is shipped to Customer by Zonar or its agents after the 15th day of a month, Service billing shall commence on the first day of the second month following Hardware shipment. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date shall be the date of the first invoice for Service that the Customer pays in full. The Term shall automatically renew for additional one-year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Zonar provides 30 days' written notice by Zonar, and Customer will have 30 days after receiving such notice to cancel. If Customer attempts to terminate early, or fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Agreement during the entire Term, including with respect to unexpired portions of the Term, shall accelerate and become immediately due and payable, and also including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information, and return any Leased Hardware to Zonar in accordance with the process specified in Exhibit A.

6. PAYMENT TERMS AND TAXES. Customer shall pay (in U.S. dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full. **TAXES:** All payments to Zonar exclude taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.

7. SOFTWARE LICENSE/GRANT: All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3rd Party Terms, Zonar grants to Customer during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for the limited license conveyed Customer under this Agreement, Zonar and its suppliers shall retain all right, title, and interest in and to all copyrights,

trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Zonar Offerings and 3rd Party Offerings, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the Zonar Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer will not violate or contest Zonar's or its suppliers' proprietary rights related to any Zonar Offering and/or 3rd Party Offering. Additional terms may apply to 3rd Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such 3rd Party Offerings. To the extent such Software or any services are part of a 3rd Party Offering, Customer acknowledges use of a 3rd Party Offering requires acceptance of the 3rd Party Terms, which are not controlled by Zonar.

8. LINKS TO THIRD PARTY TERMS FOR 2020 TABLET APPS: Navigation App/ALK CoPilot Software. Please note that these terms are controlled solely by ALK, and Zonar has no ability to negotiate these terms. From time to time ALK may change these terms. The most current version of the ALK EULA can be found at: <http://www.copilotlive.com/us/eula.asp>

9. TERMS OF USE/CUSTOMER OBLIGATIONS: Customer shall be solely responsible for obtaining and maintaining Internet access to Zonar's web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of Zonar can never be an authorized user) have access to Zonar's web based services and for the security of Customer's computer system and the connection to Zonar's systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without Zonar's prior written consent.

10. DATA RETENTION. Customer acknowledges: (1) that unless it purchases additional Data retention services, Zonar will have the right to purge all Data as follows: Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes below. If no boxes are checked, Zonar will have the right to purge inspection Data after 3 months and GPS Data after 6 months. (2) Regulations may mandate specific Data retention requirements for Inspection Data and/or GPS Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data retention period offered by Zonar is not sufficient. (3) Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. (4) Unless Zonar specifically agrees in writing otherwise, I/O Data, ZAlert Data, Z Pass card scan Data, diagnostic Data, fault code Data, and message Data, can be purged by Zonar according to the retention period selected for GPS Data. From time to time, Zonar may offer new types of Data services, and such new Data services may have different data retention periods, to be defined in a corresponding service specification for that offering. (5) Zonar is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with Zonar, all Data submitted using Zonar's web based applications may be purged as provided above.

Data Retention:

CSA - EVIR Data Retention -

Rolling Period: ☐ 3 Months ☐ 12 Months

GTC - GPS & Other Data Retention -

Rolling Period: ☐ 6 Months ☐ 12 Months

11. INTELLECTUAL PROPERTY (IP): Zonar retains all right, title and interest and all related IP rights in and to the Zonar Offerings and Zonar's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

12. LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE: Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handheld's, 2020 Tablets, Z PASS readers) is as follows: V3 Series HD GPS Product Line - 5 Years (V3, and V3R only; V3i, V2, V2J, and earlier Zonar GPS products have 1 year warranties); EVIR and all Other Serialized Hardware - 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1 877 THE EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

13. WARRANTY LIMITATIONS: THE LIMITED WARRANTIES SET FORTH ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS AND ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

14. LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING

LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. CONTROLLING TERMS: All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions. See Exhibit A for terms related to leased or bundled hardware and service packages, where customer does not purchase hardware upfront.

16. OTHER LIMITATIONS: Zonar's licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer acknowledges: (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services; (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf; and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

17. HOLD HARMLESS AND INJUNCTIVE RELIEF: To the extent allowed by law, Customer shall hold Zonar harmless from and against any claim, cost, or expense ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software, or other violations of the terms of this agreement, Zonar may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

18. CONFIDENTIALITY: To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such ("Confidential Information"). In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar's web based software or device firmware with any competitor of Zonar. The receiving Party's obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information.

19. ELECTRONIC SIGNATURES FOR ZONAR'S EVIR SYSTEM. Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer's responsibility to understand and comply with those requirements. Zonar will provide recommendation for implementing a compliant electronic signature program upon request.

20. WIRELESS DATA POLICIES. Customer understands and agrees that (a) Customer has no contractual relationship with a wireless carrier and is not a third-party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and any such Number can be changed. (c) Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) The liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

21. MISCELLANEOUS: The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted under the laws of the State of Washington, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals.

22. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING (Z PASS SPECIFIC TERMS OF USE FOR SCHOOLS): If Customer is a public school District in the United States ("District") and has purchased the Z Pass Service, then District acknowledges and agrees to the following:

- District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA").
 - District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA;
 - District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Z Pass Service"), and;
 - Zonar's Privacy Policy is consistent with the District's own policies for protection of FERPA Data.
- Zonar Systems, Inc. ("Zonar") acknowledges and agrees to the following:
- Zonar is acting as a contractor to the District in performing the Function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor;
 - Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy
 - Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients")) have access to that student's FERPA Data in Zonar's possession or control.
 - Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control.
- District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

READ AND AGREED

Zonar Version 24June2015

CUSTOMER

Signature: _____ Print Name: _____ Title: _____ Date: _____

ZONAR

Signature: _____ Print Name: _____ Title: _____ Date: _____

EXHIBIT A:

Additional Terms and Conditions Applicable to Leased Hardware

1. **Lease Term.** The Term for any Agreement including Leased Hardware shall be for a period of three (3) years following commencement of Service billing (also as described in Section 5 above). Upon expiration, the Term shall automatically renew for additional one-year periods, unless otherwise terminated as described in Section 5 above. Unless explicitly stated elsewhere in this Agreement or any quote referenced by this Agreement, the only hardware offered by Zonar under this lease is the V3 Series GPS.
2. **Title.** Title in the leased Hardware shall at all times remain with Zonar. Zonar may enter Customer's property to repossess the leased Hardware if Service Fees are not received in full by their due dates.
3. **Lease Payments.** Unless otherwise specified in an applicable Order, lease payments for use of the Leased Hardware shall be included in the Service Fees (whether separately stated or included as a component of a lump sum). Service for Leased Hardware cannot be turned on and off during the Term, but Leased Hardware can be moved from one vehicle to a different vehicle. Customer must notify Zonar when such movement occurs.
4. **Return of Hardware.** Upon expiration or termination of the Term for any Agreement including Leased Hardware, Customer shall be solely responsible, at its own expense, for the de-installation, packing, rigging and delivery of the Leased Hardware, in an unencumbered state, back to Zonar, at a location specified by Zonar (if no such location is specified, then Zonar's headquarters location as of the date of termination, as identified on Zonar's public facing website, www.zonarsystems.com, which currently is 18200 Cascade Ave, Seattle, WA 98188). Should Customer not return the Leased Hardware at the end of the Term, the Term shall be extended for successive three (3) month periods, and Customer shall continue to pay Service Fees with respect to such Leased Hardware, subject to the right of either Party during each such extension to terminate the extended Lease Term upon thirty (30) days' written notice. Upon such a termination, Customer shall promptly deliver the Leased Hardware to Zonar or its agents. If Customer fails to return the Leased Hardware upon Zonar's demand, Customer shall pay Zonar, as the reasonable measure of Zonar's damages and not as a penalty, the then current list price for functionally equivalent Zonar Hardware. Any Leased Hardware that is returned in inoperable condition, or which exhibits more than ordinary wear and tear, will be subject to the Stipulated Loss Value defined below.
5. **Net Lease.** Each lease of Leased Hardware under an Order is a "net lease." Therefore, Customer's obligation to pay all Service Fees and/or other sums due and payable, with respect to the Leased Hardware and Customer's rights to such payments, shall be absolute and unconditional and not subject to any abatement, reduction, setoff, counterclaim or other defense for any reason whatsoever, including, but not limited to, any claims which Customer may have against any third party or Zonar. It is a primary purpose of Zonar in entering into such lease(s) to claim all available tax benefits of ownership with respect to the Leased Hardware under the pricing and term of this Agreement. Therefore, Customer acknowledges and agrees that (i) no right, title or interest in the Leased Hardware has been or is intended to be passed to Customer, other than the right to maintain possession and use of the Leased Hardware for the Term and any extensions thereto under the terms and conditions of the Agreement; (ii) Customer has not taken and shall not take at any time during the Term and any extensions thereto any action which shall cause Zonar to lose any tax benefits of ownership; and (iii) the Stipulated Loss Values (defined below) are intended to provide recovery by Zonar of any such lost tax benefits of ownership.
6. **Loss of Leased Hardware.** Customer shall bear the entire risk of the Leased Hardware being lost, destroyed or otherwise rendered permanently unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after such Leased Hardware has been shipped by Zonar or its agents. If an Event of Loss shall occur with respect to any Leased Hardware, Customer shall promptly and fully notify Zonar thereof. On the Service Fee payment date following such notice, Customer shall pay to Zonar an amount equal to the Service Fee or other payments applicable to such Leased Hardware then due and payable, plus a sum equal to the Stipulated Loss Value of such Leased Hardware as of that date. "Stipulated Loss Value" shall be determined by the then current list price for functionally equivalent Zonar Hardware. Upon payment of the Stipulated Loss Value, Zonar will provide Customer with replacement units of the Leased Hardware, at no additional charge other than the remaining Service Fees and or lease or rental fees applicable to the replaced Leased Hardware.
7. **Insurance.** Customer at its own election can self-insure the Leased Hardware, or can obtain and maintain, at its own expense, property damage and liability insurance and insurance against loss or damage to the Leased Hardware including, without limitation, loss by fire (including so-called extended coverage), theft and such other risks of loss as are required on the type of Leased Hardware leased hereunder and by the businesses in Customer is engaged. Regardless of whether Customer purchases such insurance, Customer will be liable to Zonar for any Leased Hardware losses, including any losses in transit when such Leased Hardware is being returned to Zonar after termination of the Term, based on the Stipulated Loss Value defined above.
8. **Possession, Pledge.** Without the prior written consent of Zonar, Customer shall not (i) sublease the Leased Hardware, provided that Customer may, without such consent permit, any parent or subsidiary of Customer to use the Leased Hardware in the ordinary course of business; (ii) create or incur any lien or encumbrance with respect to the Leased Hardware; or (iii) permit the Leased Hardware to be removed outside of the United States or Canada.
9. **Warranty.** Zonar warrants that the serialized (i.e., tracked by Zonar using unique serial numbers) Leased Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer as a leased item under this Agreement shall be free from all material defects in workmanship under normal use and service throughout the Term. Provided that such Leased Hardware is used and handled by Customer as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Leased Hardware with equivalent Leased Hardware in terms of performance and functionality. This warranty does not apply to ancillary components and ordinary wear items (e.g., batteries, cables brackets, cradles, etc.) and any Leased Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Leased Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Leased Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Leased Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1 877 THE EVIR.