

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve two requests to hire above the authorized flexible hiring maximum for position number 930, Elections Specialist II, Pool, and does hereby authorize an appropriation to allow both individuals to be paid up to \$15.00 per hour.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum Forms.

Done this 10th day of September 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee James Tucker Smith Department 1132

Position Title Elections Specailist II, pool Position No. 930

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
 OR Hourly: 15 % of Mid-Point 97%

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

James has been in his position since 2006 and his pay was increased from \$12/hour to \$15/hour last year for the 2018 election cycle. He has worked at the warehouse in advance of and on Election Day as a technician and troubleshooter for that entire time, helping the county run smooth elections.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

James is one of two part-time workers that works in the warehouse and his pay was increased to \$15/hour in 2018 under a separate classification.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

Both part-time warehouse workers will receive the same rate.

Additional comments:

Administrative Authority's Signature: [Signature] Date: 9/3/2019

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 09/04/2019

Human Resource Director's Recommendations:

is over what other Elections Spec-II are paid but consistent w/ hourly rate paid to him by prior Clerk in Elections Fund

Human Resource Director's Signature: [Signature] Date: 9/6/19

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: Absent Date: _____

District I Commissioner's Signature: [Signature] Date: 9/10/19

District II Commissioner's Signature: [Signature] Date: 9/10/19

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Floyd Turner Department 1132

Position Title Election Specialist Position No. 930

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 15 % of Mid-Point 97%

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Floyd has been in his position since 2018 and previously served as manager of water utilities for the city of Columbia. He has worked at the warehouse in advance of and on Election Day as a technician and troubleshooter for that entire time, helping the county run smooth elections.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

Floyd is one of two part-time workers that works in the warehouse and the second employee's pay was increased to \$15/hour in 2018 under a separate classification.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

Both part-time workers will receive the same rate.

Additional comments:

Administrative Authority's Signature: [Signature] Date: 9/3/2019

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 09/04/2019

Human Resource Director's Recommendations:

Equal to rate to be paid to other employees performing similar duties

Human Resource Director's Signature: [Signature] Date: 9/10/19

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: Absent Date: _____

District I Commissioner's Signature: [Signature] Date: 9.10.19

District II Commissioner's Signature: [Signature] Date: 9/10/19

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September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the Flexible Hiring Maximum for position 839, Emergency Telecommunicator, and does hereby authorize an appropriation of \$17.82 per hour for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum Form.

Done this 10th day of September 2019.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District 1 Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the flexible hiring limit and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will list the Commission Order number approving this request on the electronic Personnel Action Form.

Name of prospective employee Sarah H. Westrop Department Joint Communications

Position Title Emergency Telecommunicator Position No. 839 (her former Position Number)

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$17.82 % of Mid-Point _____

No. of employees in this job classification within your Department? 24

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Ms. Westrop was originally hired by BCJC 04/24/2017 and separated 04/28/2019; her work performance was very good and she was an asset we will benefit from re-hiring. She was not gone long and deserves to be hired back at her last hourly rate of \$17.82/hour.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

No effect.

Additional comments:

Ms. Westrop will be re-hired at the same rate that was in the 2019 Budget for this position. (Planned re-hire date is 09/30/2019.)

Administrative Authority's Signature: [Signature] Date: 9-5-19

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: For June Pitchford J Date: 9/6/19

Human Resource Director's Recommendations:

Approve. Consistent w/ prior practice for quickly re-hire

Human Resource Director's Signature: [Signature] Date: 9/6/19

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: Absent Date: _____

District I Commissioner's Signature: _____ Date: 9/10/19

District II Commissioner's Signature: [Signature] Date: 9/10/19

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STATE OF MISSOURI

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September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

10th

day of

September

20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to name an unnamed roadway that is currently a private, non-county-maintained road to Squanto Drive. Said road being in Section 9, Township 49 North, Range 13 West and shown as a thirty-foot wide private access and utility easement recorded in Book 5071, Page 105 and shown on survey recorded in Book 5071, Page 102 of the Boone County Records.

Done this 10th day of September 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

[Signature]
Fred J. Parry
District 1 Commissioner

[Signature]
Janet M. Thompson
Acting Presiding Commissioner

Request to name an unnamed roadway that is currently private, non-county maintained road to SQUANTO DRIVE. Said road being in Section 9, Township 49 North, Range 13 West and shown as a thirty-foot-wide private access and utility easement recorded in Book 5071 Page 105 and shown on survey recorded in Book 5071 Page 102 of the Boone County Records.


SQUANTO DRIVE: Beginning on the west side of KMJ Road approximately 1050 feet north of the intersections of KMJ Road and Akeman Bridge Road and running in a mainly westerly direction for approximately 4250 feet.

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owner(s) who front on a private unnamed road request that the Boone County Commission name this road to

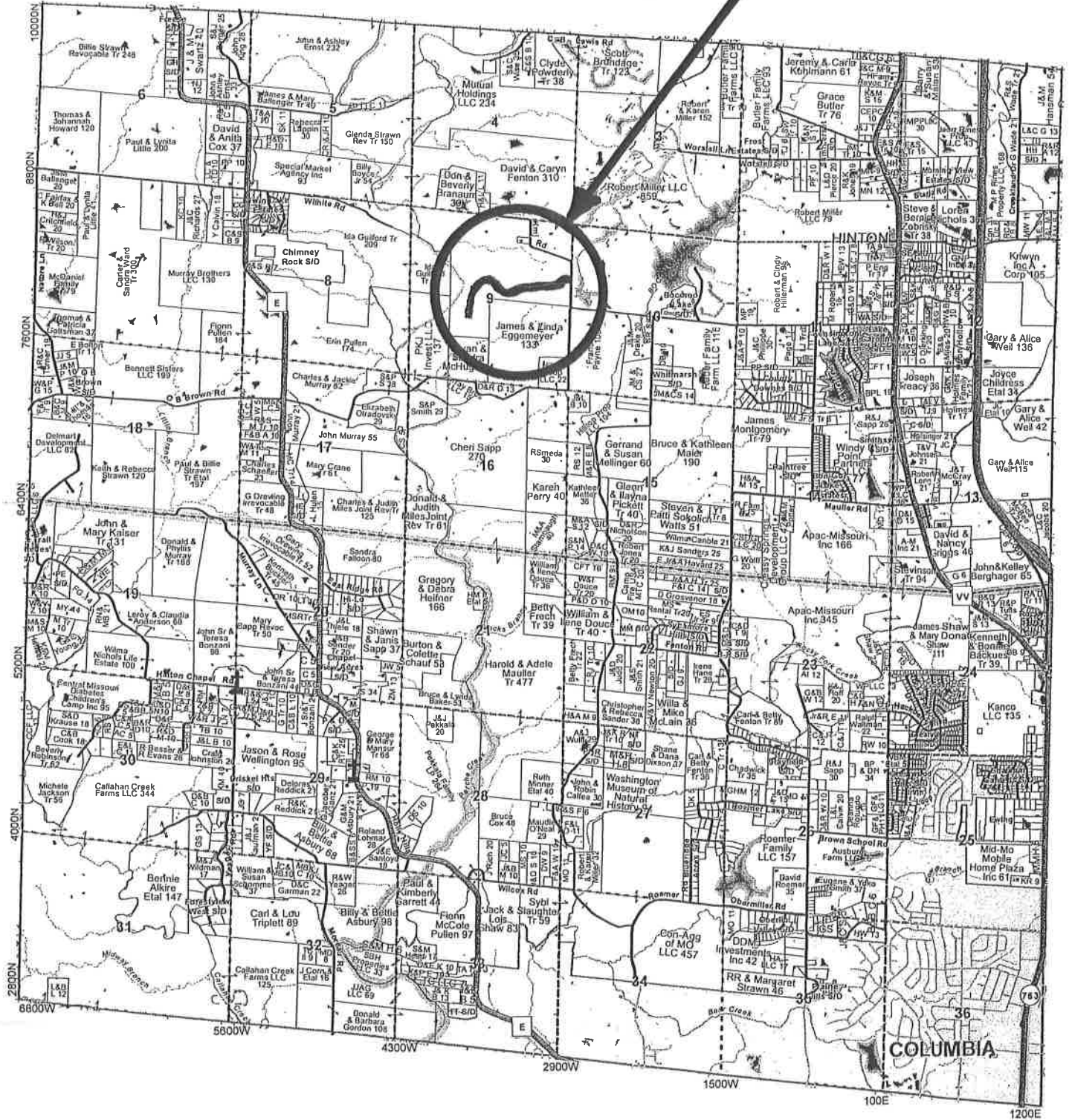
SQUANTO DRIVE

Said road is located in Section 9 Township 49 North, Range 13 West

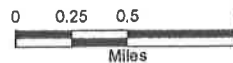
Print Name Property owner(s)	Signature	Address & Telephone	Date
T-CAT INVESTMENTS, LLC	 (Dan Seitz, member)	1105 IRELAND CT COLUMBIA MO 65203 (573) 424-9669	8/27/19

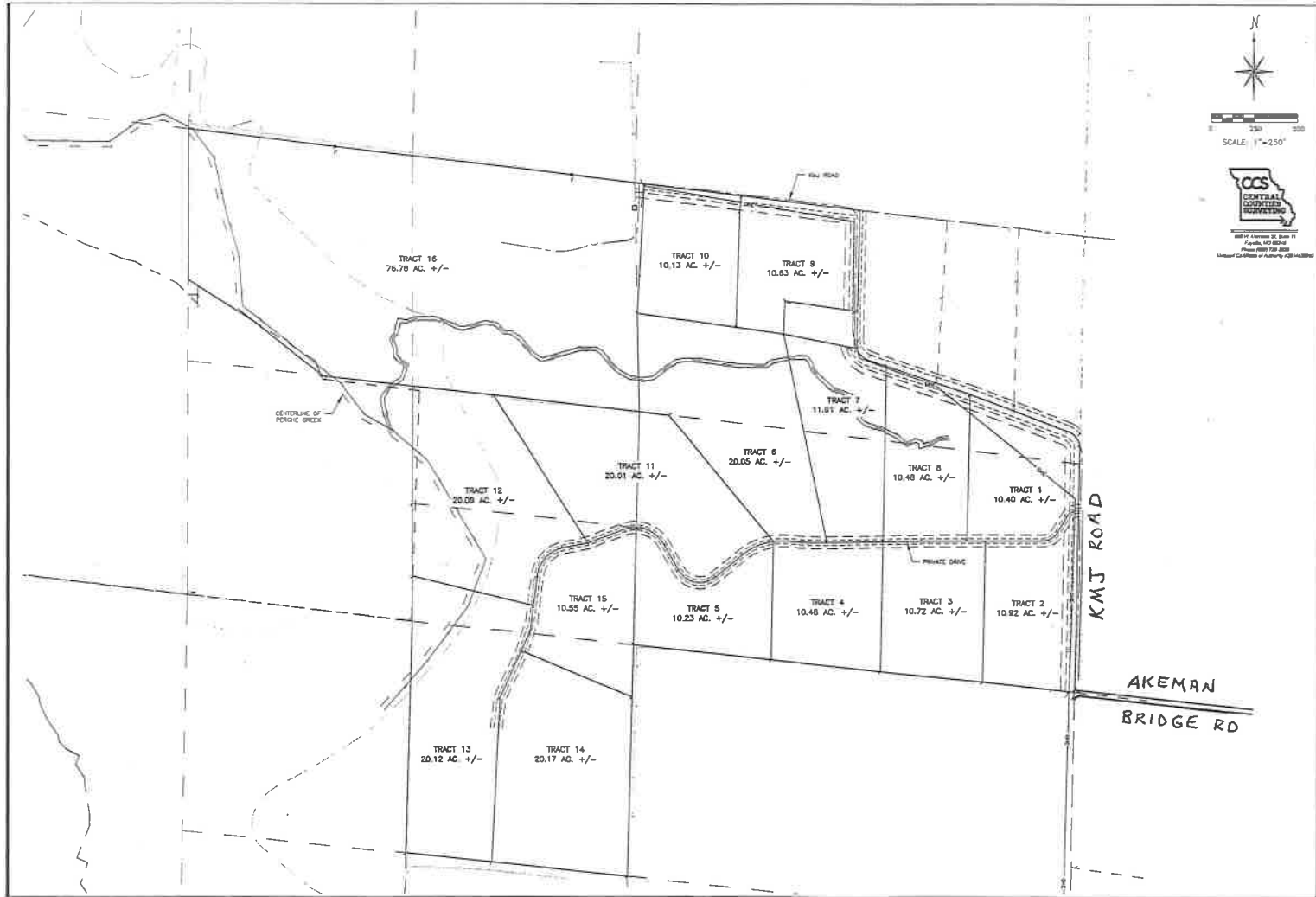
Please return to:
Boone County Resource Management (573) 886-4330
Boone County Government Center
Attn: Ryland Rodes
801 E. Walnut Rm 315
Columbia, MO 65201

SQUANTO DRIVE



PERCHE (SE), ROCKY FORK (SW),
 KATY (NE) & MISSOURI (N)
 T.49N. - R.13W.





North Arrow

Scale: 1"=250'

CCS
CENTRAL COUNTIES SURVEYING

1001 N. CANTON ST. SUITE 111
FRENCH, MO 63024
PHONE: 636.379.8200
LICENSED SURVEYOR # 000000000

AKEMAN BRIDGE RD

KMJ ROAD

TRACT 16
TRACT 10
TRACT 9
TRACT 7
TRACT 6
TRACT 8
TRACT 11
TRACT 12
TRACT 15
TRACT 5
TRACT 4
TRACT 3
TRACT 1
TRACT 2
TRACT 13
TRACT 14

Private Dike

Centerline of Pond

T-CAT INVESTMENTS

Exhibit

Client Proj #	0000
Drawing Proj #	00000
Designer	-
Drafter	-
Plotted	09/09/19

DWG. 000
Sht. 1 of 01

385-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 2019

County of Boone

} ca.

In the County Commission of said county, on the 10th day of September 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the Engineering Consultant Services Agreement with Howe Company, LLC to provide Design Engineering Services and Construction Services for the Hartsburg Bottom Road Bridge MoDOT Project BRO-B010(019).

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

Done this 10th day of September 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

SPONSOR: Boone County, Missouri
LOCATION: Bridge No. 4010004
PROJECT: BRO-B010(19)

THIS CONTRACT is between the *County of Boone, Missouri*, hereinafter referred to as the "Local Agency", and *Howe Company, LLC, 804 E. Patton Street, Macon, MO 63552*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Highway Bridge Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *replace bridge 4010004* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction observation of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 5% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, -5-% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
TSi Geotechnical, Inc. 8248 NW 101st Terrace #5 Kansas City, MO 64153	Contracted with Geotechnical Engineer to perform Soil Borings	\$3,600.00	\$3,600.00	100%
RedMile Services, LLC 23025 State Hwy K Macon, MO 63552	Asbestos & Paint Inspection & Testing, Drafting of Plan Cover Sheet, Drafting of Traffic Control Plan Sheet	\$1,150.00	\$1,150.00	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The Engineer's receipt of a copy of MoDOT's letter to the Local Agency advising them they may start Preliminary Engineering shall be considered the same as a formal Notice to Proceed. The general phases of work will be completed in accordance with the following schedule:

- A. The Engineer will submit Final PS&E to MoDOT by December 30, 2020.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$6,592.59, with a ceiling established for said design services in the amount of \$60,000.00 which shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,210.98, with a ceiling established for said inspection services in the amount of \$35,000.00, which shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount estimated at 120.41% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT. It is expected that MoDOT will conduct the audit within the period of time for retention of records specified in Article XI-Retention of Records.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted monthly. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Engineer Name	Address	Services
Crockett Geotechnical	500 Big Bear Blvd Columbia, MO 65202	Soil Borings/Foundation Recommendation (LUMP SUM/UNIT PRICE)
RedMile Services, LLC	23025 State Hwy K Macon, MO 63552	Asbestos Inspection /Lead Paint (LUMP SUM/UNIT PRICE)
Boone-Central Title Co	601 E. Broadway Columbia, MO 65201	Title Commitments, if required (LUMP SUM / UNIT PRICE)

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Engineer shall remain liable to the Local Agency for any damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.

(D) The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

(E) Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will decide all questions which may arise concerning the project that are within their jurisdiction and do not require approval from the MoDOT and/or FHWA. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR DAMAGES AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all damages and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

Howe Company, LLC represents that it maintains general liability, property damage, and professional liability insurance, and the Howe Company, LLC employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 3rd day of September, 2019.

Executed by the County this _____ day of September, 2019.

FOR: BOONE COUNTY, MISSOURI
County Commission

BY: *[Signature]*
Acting Presiding Commissioner

ATTEST: *[Signature]*
County Clerk

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 9/6/2019

FOR: HOWE COMPANY, LLC

BY: *[Signature]*
Manager of LLC / Owner

ATTEST: *[Signature]*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature] 9/9/19 2045-71102+71101
COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Project Description

The following project description was used to develop the scope of work and fee for the project:

- The existing bridge will be removed and replaced with a new bridge with a width of 22'-6" minimum and will, in general, follow the existing alignment. A bridge will be supported by driven piles with concrete abutments. The rail on the bridge shall be a low height steel rail bolted to the side of the deck. The roads will be closed to through traffic. All removal/construction activities to be performed by a contractor. No in-kind work will be performed by the County.

Scope of Services

ARTICLE I - SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. conduct topographic, property and utility surveys sufficient to develop plans for the project;
2. arrange and pay for subsurface investigations if needed;
3. conduct hydraulic studies, develop preliminary design plans and report to document the design considerations and decisions made to support the design;
4. provide 3 copies of preliminary plans, estimates and studies for review by the Local Agency and, submit a PDF copy to the Missouri Department of Transportation (MoDOT);
5. prepare for signature, and mail (or email) to the respective agencies, the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
6. prepare and submit to MoDNR, a Section 106 Project Information form, USGS map, and photographs in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;
7. prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
8. arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos in accordance with MoDNR requirements related to demolition; and

9. collect paint samples (if applicable), arrange, and pay for a laboratory to test the samples for lead;
10. contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities, prepare & coordinate the execution utility agreements if necessary; and
11. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, purchase, or condemnation, the right-of-way needed for the project;
12. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving authorization to advertise for bids from the MoDOT, and soliciting bids for constructing the project;
13. submit PDF versions of the final plans, specifications, SIA forms and engineers estimate to MoDOT on behalf of the Local Agency for the purpose of obtaining construction authorization from the Missouri Department of Transportation;
14. prepare progress invoices for the design phase & bidding phase of the project;

B. BIDDING PHASE - The Engineer will perform the services of this paragraph one time for the contract fee:

1. upon receipt of construction authorization from MoDOT, make final revisions resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents for distribution to potential bidders;
2. assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing

any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;
4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and tests will be performed by MoDOT personnel and

such sampling and testing is excluded from the work to be performed by the Engineer under this contract;

8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. driving of piles;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete placement;
 - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.
14. Prepare progress invoices for the construction phase of the project;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Appraisals, appraisal reviews, legal services, testimony and related preparation, and negotiation assistance required for buying right of way or condemnation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse affects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse affects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

**ATTACHMENT B
ESTIMATE OF COST**

DESIGN PHASE

Surveying / Easement Review

Professional Land Surveyor II

Hours	Salaried Hourly Rate	Cost
16	\$ 40.00	\$ 640.00

Preliminary Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

60	\$56.00	\$ 3,360.00
50	\$34.00	\$ 1,700.00
60	\$37.00	\$ 2,220.00
44	\$27.00	\$ 1,188.00
24	\$26.00	\$ 624.00
41	\$22.00	\$ 902.00

Final Design

Principal-Professional Engineer IV

Professional Engineer I

Senior Engineering Technician

Engineering Technician II

Engineering Technician

Admin. Tech

60	\$56.00	\$ 3,360.00
50	\$34.00	\$ 1,700.00
60	\$37.00	\$ 2,220.00
44	\$27.00	\$ 1,188.00
24	\$26.00	\$ 624.00
41	\$22.00	\$ 902.00

Sub-Total

574 \$ 20,628.00

MoDOT Overhead Rate

120.41% x Sub-Total)

\$ 24,838.17

TOTAL LABOR & OVERHEAD

\$ 45,466.17

Fixed Fee

(14.50% X TOTAL LABOR & OVERHEAD)

\$ 6,592.59

TOTAL LABOR, OVERHEAD & FIXED FEE

\$ 52,058.76

Other Direct Costs

Travel, 6 Trips @

150 miles x \$ 0.580

\$ 522.00

Hotel / meals

\$ -

Printing & Postage

\$ 19.24

Subcontract Pass-Through Costs

Soil Borings & Geotech Report- Crockett GTL w/TSI drilling		\$ 6,000.00
Title Work -Abstract Company	estimated at	\$ 250.00
Asbestos & Lead Inspection & Testing - by Redmile Services, LLC		\$ 1,150.00

SUB-TOTAL DIRECT COSTS \$ 7,941.24

TOTAL FOR DESIGN PHASE \$ 60,000.00

CONSTRUCTION PHASE

Construction Observation & Contract Administration

Principal-Professional Engineer IV	50	\$56.00	\$ 2,800.00
Professional Engineer I	80	\$34.00	\$ 2,720.00
Senior Engineering Technician	8	\$37.00	\$ 296.00
Engineering Technician II	8	\$27.00	\$ 216.00
Engineering Technician	50	\$26.00	\$ 1,300.00
Admin. Tech	42	\$22.00	\$ 924.00
Construction Observer	200	\$23.00	\$ 4,600.00
Land Surveyor	8	\$40.00	\$ 320.00
Sub-Total	446		\$ 13,176.00

MoDOT Overhead Rate (120.41% x Sub-Total) \$ 15,865.22

TOTAL LABOR & OVERHEAD \$ 29,041.22

Fixed Fee (14.50% X TOTAL LABOR & OVERHEAD) \$ 4,210.98

TOTAL LABOR, OVERHEAD & FIXED FEE \$ 33,252.20

Other Direct Costs

Travel, 15 Trips @ 150 miles x \$ 0.580	\$ 1,305.00
Printing fees & Postage	\$ 10.80
Lab Testing Fees 24 Cylinders @ \$ 18.00	\$ 432.00

SUB-TOTAL DIRECT COSTS \$ 1,747.80

TOTAL FOR CONSTRUCTION PHASE \$ 35,000.00

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

Attachment C

March 6, 2019

Ms. Christina Howe
Howe Company, LLC
804 E Patton Street
Macon, MO 63552

Dear Ms. Howe:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Howe Company, LLC will be added to the Approved Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT – select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represent the rate(s) as presented in the financial pre-qualification documents for the year ended 2017. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	120.41%
------------------	---------

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call Sandra Riley at (573) 522-2002.

Respectfully,



Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Rodney Braman-de



ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in sub-consulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Engineers
Local Federal-aid Transportation Projects

Firm Name (Engineer): HOWE COMPANY, LLC.

Project Owner (LPA): BOONE COUNTY

Project Name: BOONE COUNTY BRIDGE NO. 4010004

Project Number: BRO-B010(19)

As the LPA and/or Consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.


LPA – Boone County

Consultant – Howe Company, LLC

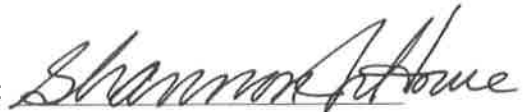
Printed Name: Dan Atwill

Printed Name: Shannon J. Howe

Signature:


for Dan Atwill

Signature:



Date: September 10, 2019

Date: September 3, 2019



RedMile
Services, LLC
Let us help you hit your mark

www.redmile-llc.com

August 30, 2019

Howe Company, LLC
804 E Patton St
Macon, MO 63552

RE: Proposal for Project Support Services for Hartsburg Bottom Bridge
Bridge 4010004 BRO-B010(19)

Dear Mr. Howe,

We propose to provide the following services for this project:

Design Phase Services

- **Asbestos Inspection and Lead Testing** **LUMP SUM \$600.00**
 - Perform Site Visit
 - Obtain samples, submit and pay fee to laboratory for testing (if necessary) and issue a report on findings to Howe Co in PDF format.

- **Tree Survey** **LUMP SUM \$550.00**
 - Perform Site Visit
 - Take photographs, collect field measurements
 - Prepare exhibit for use in Threatened and Endangered Permit Process

Redmile Services will begin services within 3 working days from notification to proceed. Upon receiving results from testing, those results will be immediately forwarded to Howe Co.

Sincerely,

Beth Moots
RedMile Services, LLC

23025 State Hwy K
Macon, MO 63552
660-384-3929
beth@redmile-llc.com

CROCKETT
GEOTECHNICAL - TESTING LAB
1000 West Nifong Blvd - Building 1
Columbia, Missouri 65203
(573) 447-0292

August 30, 2019

Howe Company LLC
804 E. Patton Street
Macon, MO 63552

Attn: Mr. Shannon Howe, P.E.

Re: Proposal for Geotechnical Engineering Services
Boone County Bridge 4010004
Hartsburg, Missouri
Crockett GTL Proposal Number: PG19600

Dear Mr. Howe:

Crockett Geotechnical-Testing Lab (CGTL) is pleased to submit this proposal for providing geotechnical engineering services for the referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

Location: This project is located where E Hartsburg Bottom Road crosses over Hart Creek approximately ¾-miles west of the intersection of E Hartsburg Bottom Road and S Bush Landing Road in Hartsburg, Missouri.

The approximate GPS coordinates of this structure is: 38.681017, -92.326450.

Project Description: We understand the project involves the following:

- A new replacement bridge will be constructed.
- We have assumed the proposed bridge will be constructed as a single span structure.
- It is anticipated each abutment will consist of a reinforced concrete retaining wall supported by a foundation which is, in turn, supported by driven H-piles.
- Final slope design is not included as part of this proposal.

Project Scope: As requested, we will perform 2 borings for the proposed bridge on opposing corners of the structure at accessible locations. The borings will be sampled using a split spoon sampler at regular intervals of 5 feet. Groundwater observations will also be made during drilling and upon completion of drilling.

Borings will be drilled to 70 feet, or to refusal, whichever is shallower. If bedrock is encountered above a depth of 30 feet, at least 5 feet of the bedrock will be rotary drilled and/or cored in at least one of the borings. The borings will be grouted shut upon completion.

The boring locations and elevations will be tied to project stationing that will be provided by Howe Company.

Geotechnical Engineering Report: A geotechnical engineer licensed in the State of Missouri will evaluate field and laboratory program results and prepare an engineering report that details the results of the field and laboratory testing performed. The geotechnical engineering report will include:

- Boring logs
- Laboratory test results
- Groundwater levels observed during and after completion drilling
- Boring location plan
- Design information and estimated settlement for foundations

Schedule: We plan to call in utility locates as soon as we receive notice to proceed. Drilling will typically occur within 2 to 4 days of having the utilities located, weather conditions permitting. The geotechnical engineering report will be submitted within approximately 4 to 7 working days after the completion of drilling.

Fee: Our lump-sum fee for the previously outlined scope of services is \$6,000.

DBE/MBE Utilization: We plan to use a DBE/MBE firm, TSI Geotechnical, Inc., for drilling services. We have included their lump sum fee of \$3,600 in our lump-sum fee listed above. We will provide a copy of their invoice with our billing.

Authorization: We request that we be authorized to proceed, in writing or by email. Acceptance of our proposal will be considered permission by the owner for our entry onto the site. We understand Howe Company, LLC will be providing an AGREEMENT BETWEEN ENGINEER & CONSULTANT document to CGTL should we be authorized to proceed.

We appreciate the opportunity to provide this proposal for geotechnical engineering services. We look forward to hearing from you.

Sincerely,
Crockett GTL



Aaron Grimm, E.I.T.
Project Manager



Eric H. Lidholm, P.E.
Principal



August 27, 2019

Mr. Eric Lidholm, PE
CROCKETT GEOTECHNICAL – TESTING LAB
1000 W. Nifong Boulevard, Building 1
Columbia, Missouri 65203

Re: Proposal for Contract Drilling Services
Boone County Bridge No. 4010004
Hartsburg, Missouri
TSi Proposal KCM19058

Dear Mr. Lidholm

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal to Crockett Geotechnical – Testing Lab to perform contract drilling services for the proposed replacement bridge in Hartsburg, Missouri.

PROJECT DESCRIPTION

The replacement bridge is located where Hartsburg Bottom Road crosses Hart Creek near Hartsburg, Missouri. TSi understands the structure will be a single span bridge on Hartsburg Bottom Road which is gravel covered.

SCOPE OF SERVICES

FIELD EXPLORATION

Upon your request, the field exploration will consist of 2 borings. Both borings will be drilled to an estimated depth of 70 feet. Borings will be drilled using a CME-550 ATV-mounted drill rig with a calibrated automatic hammer. Standard Penetration Test (ASTM D 1586) samples will be obtained on 5.0-foot intervals.

It is preferable that the borings be marked in the field by the project surveyor prior to mobilization of the drill rig. If a location must be offset, TSi will note the distance and elevation change from the original location on the boring log. Otherwise, TSi will leave a labeled paint mark at the location of the boring for the project surveyor to locate at a later date.

FEES

TSi's services for the project will be a lump sum of \$3,600.00 based on the unit prices listed below:

Task	Price	Per Unit
Mob/Demob, Local, within 60 miles one-way of TSi office, ATV Rig & Crew	\$350.00	Lump Sum
Staff Engineer (locates)	\$100.00	Lump Sum
Hollow-Stem Augering (HSA) 0 to 50'	\$13.00	LF
Wash bore set up	\$120.00	Each
Wash bore drilling 30 to 70'	\$14.00	LF
SPT Sampling 0 to 50'	\$12.00	Each
SPT Sampling 50 to 70'	\$21.00	Each
Grout backfill	\$7.00	LF
Work Ahead Signage	\$100.00	Per day/per sign

ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that Crockett Geotechnical – Testing Lab has granted or obtained permission to enter the property. If TSi must coordinate access with other property owners, fees will increase and the schedule may be delayed. TSi will use work ahead signage and will not use a lane closure.
2. TSi will contact Missouri One-Call locating services regarding member utilities. A 72-hour time period is required by One-Call to clear utilities.
3. TSi will backfill the borings with grout from a depth of about 30 feet to the ground surface.
4. TSi has assumed that the site is free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by Crockett Geotechnical – Testing Lab. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.

SCHEDULE

Field exploration can begin the week of September 16, 2019. The field exploration will take approximately one day to complete.

Mr. Eric Lidholm, PE
CROCKETT GEOTECHNICAL – TESTING LAB
TSi Proposal Number: KCM19066
8/27/19
Page 3

LIMITATIONS

TSi will perform only those services outlined previously. Crockett Geotechnical – Testing Lab and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the services are performed. No other warranty, expressed or implied, is intended.

CLOSURE

If this proposal and the attached Terms and Conditions are acceptable to you, please sign in the space provided below and return one copy to us. We sincerely appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSi GEOTECHNICAL, INC.



Brian Robben, PE, RG
Geotechnical Department Manager



Morris Hervey
Principal

Attachments: Terms and Conditions

Accepted by:
CROCKETT GEOTECHNICAL – TESTING LAB

Printed Name

Date

Signature

Title

Note: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSI Engineering, Inc. (Engineer) services, as described in a separate proposal to the Client:

AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
 - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
 - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
 - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer Client, or Owner, as appropriate, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby award bid 40-12AUG19 Cellebrite UFED 4PC Software License and Support for the Boone County Sheriff's Department to Carahsoft Technology Corporation of Reston, Virginia.

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

Done this 10th day of September 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: August 29, 2019
RE: Contract# 40-12AUG19 Cellebrite UFED 4PC Software License and Support for the Boone County Sheriff's Department

Request for Bid (RFB) 40-12AUG19 solicited bids for Cellebrite UFED 4PC Software License and Support for the Boone County Sheriff's Department. One bid was received from Carahsoft Technology Corporation, and one "No Bid" was received from SIRC.

It is noted that the RFB solicitation was posted on the Purchasing Department webpage and advertised in an effort to obtain competition. An award of contract will be made to the only bidder, Carahsoft Technology Corporation of Reston, Virginia. The contract period will run from Date of Award through One Year, and there are four (4) one-year renewal options available after this initial period.

Payments will be paid from the following fund/account:

- Fund 1251 Sheriff/Account 91302 – Computer Software: \$ 9,205.10

/lp

Attachments

cc: Leasa Quick, Sheriff's Department
Contract File

**PURCHASE AGREEMENT
FOR CELLEBRITE UFED 4PC SOFTWARE LICENSE AND SUPPORT
TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of September 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Carahsoft Technology Corporation**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Cellebrite UFED 4PC Software License and Support**, County of Boone Request for Bid, bid number **40-12AUG19** in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Response Presentation and Review, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and the Work Authorization Certification, and Boone County's Standard Terms and Conditions as well as the Contractor's bid response dated **July 29, 2019**, executed by **Mandy Bertoglio**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Technical Specifications, Response Presentation and Review, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and the Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period, Term and Supply Contract – The contract period which shall run from the **Date of Award** (date shown above) **through One Year** and include four (4) one (1)-year renewal periods, or any portion thereof.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Cellebrite UFED 4PC Software License and Support** as specified and responded to in the bid specifications identified in paragraph #1 above. All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

Initial Contract Period:

- Item 4.2.1: Cellebrite UFED 4PC Ultimate Software Annual Site License – One Year, Initial Acquisition: \$9,205.10/Each

First Renewal Contract Period, Second Renewal Contract Period, Third Renewal Contract Period, and Fourth Renewal Contract Period:

- Item 4.2.2: Cellebrite UFED 4PC Ultimate Software Annual Site License – One Year Renewal: \$3,661.46/Each

4. Delivery – The Contractor agrees to deliver the software as stated above to the Boone County Sheriff's Department within twelve (12) calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional

Commission Order # _____

fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

CARASOFT TECHNOLOGY

DocuSigned by:
 By: Mandy Bertoglio
 7598015F064B4A4...
 Title: Renewals Representative

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
[Signature]
 Presiding Commissioner
 1BB49B94BD6049F...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
 County Counselor
 061D40D5C0A445...

DocuSigned by:
Brianna L. Lennon by MT
 Boone County Clerk
 713825A966B4196...

AUDITOR CERTIFICATION:

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

Fund:1251 - Account: 91302: \$9,205.10

DocuSigned by:
[Signature]
 Signature Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **40-12AUG19**

Commodity Title: **Cellebrite UFED 4PC Software License and Support - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, August 12, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

Bid Opening

Day / Date: **Monday, August 12, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Vendor Response and Pricing Pages**
- 5.0:
 - **Standard Terms and Conditions**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. **The County requests bids for Cellebrite forensic software that includes support for the Boone County Sheriff's Department further specified in greater detail in Section 2.** Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.2. **DEFINITIONS:**
- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to the RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor- The bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The "contractor" is the bidder who has been selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid:** This entire document, including attachments is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
- 1.3.1. **Bidder Responsibility:** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this RFB. By submitting a Response, the Bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Amendment:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.4.1. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract, and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB;
- 3) the provisions of the Bidder's Response

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

1.7. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2. **Technical Specifications**

2.1. **PURCHASE:** The contractor shall provide licenses for Cellebrite forensic software products that include one (1) license for Cellebrite's UFED 4PC Ultimate product with all connection hardware. The product shall extract data from cell phones, smart phones, PDA devices, GPS devices, tablets, and the Internet including support service for the Boone County Sheriff's Department located in Boone County, Missouri as detailed in the following specifications.

2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.2. **BACKGROUND INFORMATION: Brand Specific Requirement:** The County uses Cellebrite products. The County has two (2) licenses for dongles for UFED 4 PC Ultimate Software, and one (1) license for UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one of its UFEDs. The County wishes to purchase an additional license for UFED 4 PC Ultimate software (new dongle).

- a. Cellebrite Software Required: Because Cellebrite UFED technology is uniquely capable of extracting data from cell phones, tablets, and the Internet "Cloud," and because the Boone County Sheriff's Department has invested training and hardware that uses Cellebrite UFED technology, it is required that only Cellebrite's UFED 4PC Ultimate product be provided, **no substitutions are allowed.**

2.3. **Software and Support Requirements:**

2.3.1. The contractor shall provide one (1) user license for the latest version of Cellebrite's UFED 4PC Ultimate software.

- a. Renewals for the license shall be provided for the duration of the contract period as needed and requested by the County.
- b. The contractor shall provide a complete UFED 4PC Ultimate package with each site license that includes any necessary connection/communication hardware (e.g., cables, connectors, etc.) necessary for successful forensic extraction tasks. All such hardware shall be included in the license price; the County shall not pay additionally for the connection/device communication hardware.

2.3.2. Round-the-clock (24 X 7 X 365) product support shall be included in the license and provided to the County at no additional cost. Support shall at minimum include on-line updates, and on-line and phone technical support.

2.3.3. The contractor shall provide consultation and guidance to the County in the event any Cellebrite product and its related software become manufacturer discontinued. The contractor shall recommend to the County alternative solutions that may be used by the County to achieve the same forensic outcome. The contract must be amended upon Commission approval by the Purchasing Office on behalf of the Sheriff's Department to make any modification to the contract that may be necessary as a result of product discontinuation and substitution.

2.4. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County

which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.4.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.4.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.6. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason

of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

- 2.5. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement.
- 2.6. **DELIVERY:** FOB Destination, Freight Prepaid and Allowed - Delivery to the Boone County Sheriff's Department located at 2121 County Drive in Columbia, Missouri. All deliveries shall be made FOB Destination with all freight, handling, transportation and insurance charges fully included and prepaid by the vendor.
- 2.7. **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 2.8. **Contract Period:** The initial contract period shall run **Date of Award through One Year**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. In the event the Boone County Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice (see paragraphs 2.12(a)-(c) below for renewal pricing requirements).
- 2.9. **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

- 2.10. **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.11. **Estimated Usage:** All orders for will be placed by the County office on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 2.12. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to increase only upon renewal of the contract period, at which time pricing shall be mutually agreed by the County and the contractor. Any renewal pricing shall be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. **Renewal Pricing:** If the option for renewal is exercised by Boone County Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - c. Boone County Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.13. **Confidentiality:** The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit the bid response in strict conformity to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Response Sheet provided herein. Every question on the Response Sheet must be answered by the bidder, and if not applicable, the bidder must indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.2.3 **RFB Questions/Contact:** Bidders are advised to contact the Buyer of Record, Liz Palazzolo, Senior Buyer, Boone County Purchasing located at 613 E. Ash, Columbia, Missouri, 65102; Telephone: 573-886-4392; Fax: 573-886-4390; E-Mail: lpalazzolo@boonecountymo.org.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for compliance with RFB requirements and in relation to all aspects of this RFB.
- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive minor technicalities in bids.

County of BoonePurchasing Department**4. VENDOR RESPONSE AND PRICING PAGES**

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

Company Name: Carahsoft Technology

Address: 11493 Sunset Hills Road Suite 100
Reston, VA 20190

Telephone: 703 673-3593 Fax: _____

Federal Tax ID (or Social Security #): 52-2189693

Print Name: Mandy Bertoglio Title: Renewals Representative

Signature: *Mandy Bertoglio* Date: 07/29/19

Contact Name and E-Mail Address:
mandy.bertoglio@carahsoft.com

The bidder by the above signature offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the bidder has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

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

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

_____ Yes _____ No

PRICING

4.2.	Description	QTY	Initial Contract Period	First Renewal Contract Period	Second Renewal Contract Period	Third Renewal Contract Period	Fourth Renewal Contract Period
4.2.1.	<p>Cellebrite UFED 4 PC Ultimate Software Annual Site License – New Acquisition</p> <p>The site license shall comply with all requirements stated herein and include all necessary connection/communication hardware.</p>	1	\$ <u>9205.10</u> EA	\$ _____ EA	\$ _____ EA	\$ _____ EA	\$ _____ EA
4.2.2	<p>UFED 4PC Ultimate Renewal of Annual Site License</p> <p>On-going License Renewal – to be paid subsequent after acquisition of new license</p>	1		\$ <u>3661.46</u> EA	\$ _____ EA	\$ _____ EA	\$ _____ EA

4.3. **Delivery:** Identify the number of calendar days after receipt of order for delivery to the Boone County Sheriff’s Department:

12 Calendar Days After Receipt of Order (ARO)

4.4. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

4.5. Identify the Support Center Name, Location (city, state),
Phone Number (preferably toll-free), and Web Address:

End of Response Form



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Liz Palazzolo
 Senior Buyer
 Boone County Purchasing
 613 E. Ash
 Room 109
 Columbia, MO 65201 USA

FROM: Mandy Bertoglio
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: LPalazzolo@boonecountymo.org

EMAIL: Mandy.Bertoglio@carahsoft.com

PHONE: (573) 886-4392

PHONE: (703) 673-3593 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 16272400
QUOTE DATE: 08/07/2019
QUOTE EXPIRES: 09/30/2019
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$23,850.94
SHIPPING AMOUNT: \$85.00

TOTAL QUOTE: \$23,935.94

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	AUFED01016	KIT UFED 4PC Ultimate Cellebrite Inc. - AUFED01016	\$9,205.10 OM	1	\$9,205.10
		SUBTOTAL:			\$9,205.10
		YEAR 1			
2	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003	\$3,661.46 OM	1	\$3,661.46
		YEAR 1 SUBTOTAL:			\$3,661.46
		YEAR 2			
3	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003	\$3,661.46 OM	1	\$3,661.46
		YEAR 2 SUBTOTAL:			\$3,661.46
		YEAR 3			
4	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003	\$3,661.46 OM	1	\$3,661.46
		YEAR 3 SUBTOTAL:			\$3,661.46
		YEAR 4			
5	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003	\$3,661.46 OM	1	\$3,661.46
		YEAR 4 SUBTOTAL:			\$3,661.46
		SUBTOTAL:			\$23,850.94
		TOTAL PRICE:			\$23,850.94
		SHIPPING AMOUNT:			\$85.00
		TOTAL QUOTE:			\$23,935.94



**ADDENDUM #1 to RFB 40-12AUG19
CELLEBRITE UFED 4PC SOFTWARE LICENSE and
SUPPORT – TERM and SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Bid #40-12AUG19 – Celebrite UFED 4PC Software License and Support
– Term and Supply**

ADDENDUM # 1 - Issued August 12, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 40-12AUG19:

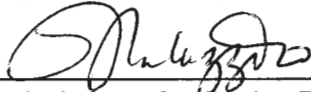
1) The RFB bid opening date is **CHANGED**:

FROM: 2:00 P.M. CST on 8/12/19

TO: ***2:00P.M. CST on 8/14/19***

NOTE: All changes to original RFB text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #40-12AUG19 for Celebrite UFED 4PC Software License and Support – Term and Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

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



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **40-12AUG19**

Commodity Title: **Cellebrite UFED 4PC Software License and Support - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, August 12, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor’s expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

Bid Opening

Day / Date: **Monday, August 12, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Vendor Response and Pricing Pages**
- 5.0:
 - **Standard Terms and Conditions**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. **The County requests bids for Cellebrite forensic software that includes support for the Boone County Sheriff's Department further specified in greater detail in Section 2.** Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.2. DEFINITIONS:**
- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to the RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The "contractor" is the bidder who has been selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid:** This entire document, including attachments is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
- 1.3.1. **Bidder Responsibility:** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this RFB. By submitting a Response, the Bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Amendment:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.4.1. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract, and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB;
- 3) the provisions of the Bidder's Response

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

1.7. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2. Technical Specifications

2.1. **PURCHASE:** The contractor shall provide licenses for Cellebrite forensic software products that include one (1) license for Cellebrite's UFED 4PC Ultimate product with all connection hardware. The product shall extract data from cell phones, smart phones, PDA devices, GPS devices, tablets, and the Internet including support service for the Boone County Sheriff's Department located in Boone County, Missouri as detailed in the following specifications.

2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.2. **BACKGROUND INFORMATION: Brand Specific Requirement:** The County uses Cellebrite products. The County has two (2) licenses for dongles for UFED 4 PC Ultimate Software, and one (1) license for UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one of its UFEDs. The County wishes to purchase an additional license for UFED 4 PC Ultimate software (new dongle).

- a. Cellebrite Software Required: Because Cellebrite UFED technology is uniquely capable of extracting data from cell phones, tablets, and the Internet "Cloud," and because the Boone County Sheriff's Department has invested training and hardware that uses Cellebrite UFED technology, it is required that only Cellebrite's UFED 4PC Ultimate product be provided, **no substitutions are allowed.**

2.3. **Software and Support Requirements:**

2.3.1. The contractor shall provide one (1) user license for the latest version of Cellebrite's UFED 4PC Ultimate software.

- a. Renewals for the license shall be provided for the duration of the contract period as needed and requested by the County.
- b. The contractor shall provide a complete UFED 4PC Ultimate package with each site license that includes any necessary connection/communication hardware (e.g., cables, connectors, etc.) necessary for successful forensic extraction tasks. All such hardware shall be included in the license price; the County shall not pay additionally for the connection/device communication hardware.

2.3.2. Round-the-clock (24 X 7 X 365) product support shall be included in the license and provided to the County at no additional cost. Support shall at minimum include on-line updates, and on-line and phone technical support.

2.3.3. The contractor shall provide consultation and guidance to the County in the event any Cellebrite product and its related software become manufacturer discontinued. The contractor shall recommend to the County alternative solutions that may be used by the County to achieve the same forensic outcome. The contract must be amended upon Commission approval by the Purchasing Office on behalf of the Sheriff's Department to make any modification to the contract that may be necessary as a result of product discontinuation and substitution.

2.4. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County

which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.4.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.4.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.6. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason

of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

- 2.5. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement.
- 2.6. **DELIVERY:** FOB Destination, Freight Prepaid and Allowed - Delivery to the Boone County Sheriff's Department located at 2121 County Drive in Columbia, Missouri. All deliveries shall be made FOB Destination with all freight, handling, transportation and insurance charges fully included and prepaid by the vendor.
- 2.7. **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 2.8. **Contract Period:** The initial contract period shall run **Date of Award through One Year**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. In the event the Boone County Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice (see paragraphs 2.12(a)-(c) below for renewal pricing requirements).
- 2.9. **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

- 2.10. **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.11. **Estimated Usage:** All orders for will be placed by the County office on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 2.12. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to increase only upon renewal of the contract period, at which time pricing shall be mutually agreed by the County and the contractor. Any renewal pricing shall be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. **Renewal Pricing:** If the option for renewal is exercised by Boone County Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - c. Boone County Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.13. **Confidentiality:** The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.

3. Response Presentation and Review

- 3.1 RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit the bid response in strict conformity to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Response Sheet provided herein. Every question on the Response Sheet must be answered by the bidder, and if not applicable, the bidder must indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.2.3 RFB Questions/Contact:** Bidders are advised to contact the Buyer of Record, Liz Palazzolo, Senior Buyer, Boone County Purchasing located at 613 E. Ash, Columbia, Missouri, 65102; Telephone: 573-886-4392; Fax: 573-886-4390; E-Mail: lpalazzolo@boonecountymmo.org.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements .
- 3.4. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for compliance with RFB requirements and in relation to all aspects of this RFB.
- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive minor technicalities in bids.

4. VENDOR RESPONSE AND PRICING PAGES

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address:

The bidder by the above signature offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the bidder has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

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

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

_____ Yes _____ No

PRICING

4.2.	Description	QTY	Initial Contract Period	First Renewal Contract Period	Second Renewal Contract Period	Third Renewal Contract Period	Fourth Renewal Contract Period
4.2.1.	<p>Cellebrite UFED 4 PC Ultimate Software Annual Site License – New Acquisition</p> <p>The site license shall comply with all requirements stated herein and include all necessary connection/communication hardware.</p>	1	\$ _____ EA	\$ _____ EA	\$ _____ EA	\$ _____ EA	\$ _____ EA
4.2.2	<p>UFED 4PC Ultimate Renewal of Annual Site License</p> <p>On-going License Renewal – to be paid subsequent after acquisition of new license</p>	1		\$ _____ EA	\$ _____ EA	\$ _____ EA	\$ _____ EA

4.3. **Delivery:** Identify the number of calendar days after receipt of order for delivery to the Boone County Sheriff’s Department:

_____ Calendar Days After Receipt of Order (ARO)

4.4. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

4.5. Identify the Support Center Name, Location (city, state),
Phone Number (preferably toll-free), and Web Address:

End of Response Form



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

(Please complete and return with bid response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and

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

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Vendor Signature

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

(Please complete and return with bid response as applicable)

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with bid response as applicable)

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Boone County Purchasing

613 E. Ash St., Room 110

Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 40-12AUG19– Cellebrite UFED 4PC Software License and Support

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

387-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to Contract 48-18DEC17 for Cellebrite Software Support License and Support.

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

Done this 10th day of September 2019.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: August 26, 2019
RE: Amendment #2 to Contract 48-18DEC17 for Cellebrite Software License and Support

Amendment #2 to contract 48-18DEC17 for Cellebrite Software License and Support for the Boone County Sheriff's Department that was awarded January 16, 2018 (Commission Order 28-2018) is being amended to incorporate renewal pricing for the UFED 4 PC Ultimate product, without the trade-in credit at \$3,661.46 for each renewal option.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

Invoices will be paid from Department 1253 for Internet Crimes Task Force, Account 70050 for Software Service Contract: \$7,326.00.

/lp

cc: Leasa Quick, Sheriff's Department
Contract File #48-18DEC17

387-2019

Commission Order: _____

Date: 9/10/2019

**CONTRACT AMENDMENT NUMBER TWO
FOR
CONTRACT 48-18DEC17 FOR CELLEBRITE SOFTWARE LICENSE AND SUPPORT**

The Agreement **48-18DEC17** dated the 16th day of January, 2018 made by and between Boone County, Missouri and **Carahsoft Technology Corporation**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** line item 4.9.5.for renewal pricing without credit for UFED 4PC Ultimate as follows:

Line Item Number	Task Description	Qty	Total, Firm, Fixed Annual Price Each Dongle
4.9.5	UFED 4PC Ultimate – <i>No Credit Pricing</i> Dongle (1) S/N #401450123 Dongle (2) S/N #256470317 Cellebrite Inc. – A-UFED-01-016 For First Renewal Period Term of Contract 48-18DEC17 – ends 02/06/2020	2	\$3,661.46
	2 nd Renewal Option – UFED 4PC Ultimate – <i>No Credit Pricing</i> Dongle (1) S/N #401450123 Dongle (2) S/N #256470317 Cellebrite Inc. – A-UFED-01-016 Start Date: 02/07/2020 End Date: 02/06/2021	2	\$3,661.46
	3 rd Renewal Option – UFED 4PC Ultimate – <i>No Credit Pricing</i> Dongle (1) S/N #401450123 Dongle (2) S/N #256470317 Cellebrite Inc. – A-UFED-01-016 Start Date: 02/07/2021 End Date: 02/06/2022	2	\$3,661.46
	4 th Renewal Option – UFED 4PC Ultimate – <i>No Credit Pricing</i> Dongle (1) S/N #401450123 Dongle (2) S/N #256470317 Cellebrite Inc. – A-UFED-01-016 Start Date: 02/07/2022 End Date: 02/06/2023	2	\$3,661.46

Commission Order: 387-2019 Date: 9/10/2019

- 2. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement, as amended by previous contract amendment, shall remain in full force and effect.

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

CARASOFT TECHNOLOGY CORPORATION

DocuSigned by:
 By: Mandy Bertoglio
 7598015F064B4A4...
 Title: Renewals Representative

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 1B549B34DD0049F...
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charles J. D'Amico
 by: [Signature]
 00167A0D90A0A5...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 7D82DA9865F6495...
 County Clerk

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

DocuSigned by:
[Signature]
 4147B4E3F1C847D...
 Signature

8/30/2019
 Date

1253/70050: \$7,326.00
 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Request for Disposal Form.

Done this 10th day of September 2019.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: August 19, 2019

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	NO TAGS	102 PRINTERS WITH POWER CORDS AND COMMUNICATION CABLES	SEIKO	ELECTIONS	GOOD	

cc: Heather Acton. Auditor's office
Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/12/19

Fixed Asset Tag Number: n/a

Description of Asset: Seiko DPU-3445-30A-E Printers with power cords and communication cables (102)

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

Other Information (Serial number, etc.):

Condition of Asset: good

Reason for Disposition: not compatible/needed with current equipment

Location of Asset and Desired Date for Removal to Storage: County Clerk Warehouse/Annex any time

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 5

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 388-2019

Date Approved 9.10.19

Signature 

RECEIVED

AUG 15 2019

BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Boone County Clerk to dispose of the following list of surplus equipment by donation to the Food Pantry. Should the Food Pantry not want them, they shall be disposed of by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Request for Disposal Form.

Done this 10th day of September 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: August 19, 2019

The Boone County Clerk requests permission to dispose of 96 soft shell lunch boxes with hard plastic liners in good condition to the Food Pantry. Should the Food Pantry not want them, we will dispose of them by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	NO TAG	Soft shell lunch boxes with hard plastic liner (96)		ELECTION AND REGISTRATION	good	

cc: Heather Acton, Auditor's office
Brianna Lennon, Boone County Clerk
Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/14/19

Fixed Asset Tag Number: n/a

Description of Asset: soft shell lunch boxes with hard plastic liner;
good condition, 10-15 years old (96)

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

Other Information (Serial number, etc.):

i'd like to donate them
to the food pantry

Condition of Asset: good

Reason for Disposition: not needed with current equipment

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

Signature [Signature]

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 F

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 389-2019

Date Approved 9.10.19

Signature [Signature]

RECEIVED

AUG 15 2019

BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

10th

day of

September

2019

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to add funds for the 2019 portion of the 2019/2020 SCCG Grant award.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	10100	Internet Crimes Task Force	Salary & Wages		61,104
1253	10200	Internet Crimes Task Force	FICA		4,675
1253	10300	Internet Crimes Task Force	Medical Insurance		7,098
1253	10400	Internet Crimes Task Force	W.C		1,638
1253	10500	Internet Crimes Task Force	401A Match Plan		800
1253	3700	Internet Crimes Task Force	Dues		75
1253	37200	Internet Crimes Task Force	Seminar/Conf/Meeting		389
1253	48050	Internet Crimes Task Force	Cellular/Mobile Device Service		289
1253	70050	Internet Crimes Task Force	Software Service Contract		33,610
1253	71100	Internet Crimes Task Force	Outside Services		560
1253	3451	Internet Crimes Task Force	State Reimb Grant		110,238
					220,476

Done this 10th day of September 2019.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Absent

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner

390-2019

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

8/28/19

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From
Decrease Transfer To
Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1253	10100	Internet Crimes Task Force	Salary & Wages		61,104
1253	10200	Internet Crimes Task Force	FICA		4,675
1253	10300	Internet Crimes Task Force	Medical Insurance		7,098
1253	10400	Internet Crimes Task Force	W/C		1,638
1253	10500	Internet Crimes Task Force	401A Match plan		800
1253	37000	Internet Crimes Task Force	Dues		75
1253	37200	Internet Crimes Task Force	Seminar/Conf/Meeting		389
1253	48050	Internet Crimes Task Force	Cellular/Mobile Device service		289
1253	70050	Internet Crimes Task Force	Software Service Contract		33,610
1253	71100	Internet Crimes Task Force	Outside Services		560
1253	3451	Internet Crimes Task Force	State Reimb Grant		110,238

220,476

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

2019 Portion of 2019/20 SCCG grant award.

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: 2019-2020 SCCG Grant

Auditor's Office

Absent

PRESIDING COMMISSIONER

Judy Lay

DISTRICT I COMMISSIONER

Agenda

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

	A	B	C	D	E	F	G	H	I
1									
2									
3		CYBER CRIMES GRANT			JUNE 1, 2019 - MAY 31, 2020				
4	ITEM	TOTAL	DEPARTMENT	ACCOUNT	2019		2020		TOTAL
5	SALARY	\$ 105,913.60	1253	10100	\$ 61,104.00	\$ 44,809.60	\$ 105,913.60		
6	FICA		1253	10200	\$ 4,674.46	\$ 3,427.93	\$ 8,098.14		
7	MEDICAL INSURANCE	\$ 12,168.00	1253	10300	\$ 7,098.00	\$ 5,070.00	\$ 12,168.00		
8	PENSION/RETIREMENT		1253	10500	\$ 800.00	\$ 500.00	\$ 1,300.00		
9	W/C		1253	10400	\$ 1,637.59	\$ 1,200.90	\$ 2,838.48		
10	OVERTIME AE	\$ -	1253	10110	\$ -	\$ -	\$ -		
11	OVERTIME CB	\$ -	1253	10110	\$ -	\$ -	\$ -		
12	OVERTIME TP	\$ -	1253	10110	\$ -	\$ -	\$ -		
13	FICA ON OVERTIME	\$ -	1253	10200	\$ -	\$ -	\$ -		
14	W/C ON OVERTIME	\$ -	1253	10400	\$ -	\$ -	\$ -		
15	AccessData certified examiner (ACE) recert	\$ 100.00	1253	37200		\$ 100.00	\$ 100.00		
16	Cellebrite Certified Mobile Examiner (CCME) certification	\$ 389.00	1253	37200	\$ 389.00		\$ 389.00		
17	Cellebrite Certified Physical Analyst (CCPA) recert	\$ 578.00	1253	37200		\$ 578.00	\$ 578.00		
18	IACIS mobile device forensics training - fuel	\$ 50.00	1253	37220		\$ 50.00	\$ 50.00		
19	IACIS mobile device forensics training - Airfare/baggage	\$ 500.00	1253	37220		\$ 500.00	\$ 500.00		
20	IACIS mobile device forensics training - airport parking	\$ 54.00	1253	37220		\$ 54.00	\$ 54.00		
21	IACIS mobile device forensics training - lodging	\$ 700.00	1253	37230		\$ 700.00	\$ 700.00		
22	IACIS mobile device forensics training - meals	\$ 240.00	1253	37230		\$ 240.00	\$ 240.00		
23	IACIS mobile device forensics training - registration	\$ 1,495.00	1253	37210		\$ 1,495.00	\$ 1,495.00		
24	IACIS mobile device forensics training - rental car	\$ 280.00	1253	37220		\$ 280.00	\$ 280.00		
25	Hostgator Domain Registration	\$ 294.34	1253	70050	\$ 294.34		\$ 294.34		
26	ACCESSDATA FTK LICENSE	\$ 2,445.52	1253	70050	\$ 2,445.52		\$ 2,445.52		
27	ADF DIGITAL EVIDENCE SOFTWARE	\$ 2,998.00	1253	70050	\$ 1,499.00	\$ 1,499.00	\$ 2,998.00		
28	Blackbag Analyst Suite Software/license	\$ 4,405.00	1253	70050	\$ 4,405.00		\$ 4,405.00		
29	Blackbag mobilize software/license	\$ 755.00	1253	70050	\$ 755.00		\$ 755.00		
30	CELLEBRITE UFED CLOUD ANALYZER SOFTWARE license renewal	\$ 2,597.66	1253	70050		\$ 2,597.66	\$ 2,597.66		
31	CELLEBRITE 4PC LICENSE RENEWAL	\$ 7,326.00	1253	70050	\$ 7,326.00		\$ 7,326.00		
32	DEEPSPAR DISK IMAGER 4 License renewal	\$ 350.00	1253	70050		\$ 350.00	\$ 350.00		
33	GETDATA FORENSIC EXPLORER License renewal	\$ 495.00	1253	70050	\$ 495.00		\$ 495.00		
34	GrayShift GrayKey software/license	\$ 15,075.00	1253	70050	\$ 15,075.00		\$ 15,075.00		
35	IACIS Membership	\$ 75.00	1253	37000	\$ 75.00		\$ 75.00		
36	INTERNET SERVICE	\$ 959.28	1253	71100	\$ 559.58	\$ 399.70	\$ 959.28		
37	MAGNET FORENSICS IEF License Renewal	\$ 2,150.00	1253	70050	\$ 1,075.00	1075	\$ 2,150.00		
38	Webroot antivirus renewal	\$ 239.98	1253	70050	\$ 239.98		\$ 239.98		
39	AIR CARD	\$ 494.88	1253	48050	\$ 288.68	\$ 206.20	\$ 494.88		
40	TOTALS				\$ 110,236.14	\$ 65,132.99	\$ 175,364.88		
41									
42									

0 • C
 Acct 70050
 294.34 +
 2,445.52 +
 1,499.00 +
 4,405.00 +
 755.00 +
 7,326.00 +
 495.00 +
 15,075.00 +
 1,075.00 +
 239.98 +
 33,609.84 G+

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

August 19, 2019

Lt. Britt Shea
2121 E County Dr
Columbia, Mo 65202

Re: **Subrecipient Name: Boone County, Cyber Task Force**
Subaward Number: 2020-SCCG-001
Project Title: Boone County Sheriff's Department Cyber Crimes Task Force

Dear Lt. Shea:

Congratulations, the status of the above referenced application under the 2020 State Cyber Crime Grant (SCCG) funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurances* documents. The proper Authorized Official and Project Director, as identified on each of the forms, must sign in the applicable sections of each document. **The signatures must be original; stamped signatures will not be accepted!** Signatures different than the names printed will not be accepted either!

The following documents must be received by our office as soon as possible:

- Subaward*, signed by both the Authorized Official and the Project Director
- Certified Assurances*, initialed in the lower right-hand corner of each page by the Authorized Official and signed on the final page by both the Authorized Official and the Project Director
- Printed copy of your 2020 SCCG Application, printed from WebGrants via the My Grants module

Please print all documents single-sided. **Do not duplex or print on both sides of the paper!** Also, please do not staple your documents – use a paper clip or binder clip instead, where desired.

The above referenced original documents should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: CJ/LE Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the subaward documents for its files. A scanned copy of the signed subaward documents will be provided for your records via the "Subaward Documents – Final" component of the grant within WebGrants. If your agency requires an original set, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Subaward* and/or *Certified Assurances* document, please notify me by email at heather.haslag@dps.mo.gov or by telephone at (573) 751-1318 so that replacement documents can be generated and forwarded for signature. Do not cross out the names printed or have alternative individuals sign in place of the identified person(s).

If you have questions pertaining to the 2020 SCCG program, please contact either of the SCCG staff: Laura Robinson at (573) 526-1928 or Becky Block at (573) 751-5951.

Again, congratulations on the award of your 2020 SCCG application!

Sincerely,

A handwritten signature in black ink that reads "Heather Haslag". The signature is written in a cursive style with a large initial "H".

Heather Haslag
CJ/LE Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
 SUBAWARD

P.O. Box 749
 Jefferson City, MO 65102
 Phone: (573) 751-4905

Subrecipient Name:		Subrecipient DUNS Number:	
Boone County, Cyber Task Force		182739177	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2020 SCCG	06/01/2019	05/31/2020	
Project Title:		Subaward Number:	
Boone County Sheriff's Department Cyber Crimes Task Force		2020-SCCG-001	
Project Description:			
<p>The Boone County Sheriff's Department Cyber Crimes Task Force is a cooperative effort between participating Mid-Missouri law enforcement agencies across a seven-county area. The primary focus of the Task Force is the detection and investigation of Internet crimes committed against children.</p> <p>The Task Force also provides forensic examinations of computers, cellular phones, and other electronic media to law enforcement agencies and prosecuting attorneys.</p> <p>Additionally, in an effort to improve public safety for children and the community, the Task Force organizes and participates in educational programs and public awareness events. The goal is to mitigate the potential dangers and negative consequences that come with the use of social media, the Internet, and related technology.</p>			
Subaward Total:	CFDA Number and Name:		
\$175,364.88 ✓	N/A		
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Daniel Atwill		Dwayne Carey	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**



**STATE CYBER CRIME GRANT (SCCG)
2020 CERTIFIED ASSURANCES**

Subrecipient:	Boone County, Cyber Task Force	Subaward Number:	2020-SCCG-001
Project Title:	Boone County Sheriff's Department Cyber Crimes Task Force		

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the "SCCG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", and other applicable state laws or regulations.
- Compliance Training:** As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- Non-Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
- Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

Subrecipient Authorized Officials Initials: _____

7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
 - (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Office: Phone – (573) 751-4905 or Fax – (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

9. **Non-Disclosure Agreements:** The Subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Missouri Department of Public Safety or other agency authorized to receive such information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
10. **Fair Labor Standards Act:** All Subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Subrecipient Authorized Officials Initials: _____

11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

12. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Texting While Driving:** The Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
14. **Drug-Free Workplace:** The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
 - iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - v. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Subrecipient Authorized Officials Initials: _____

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Civil Rights:

1. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Subrecipient Authorized Officials Initials: _____

4. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "SCCG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "SCCG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
 - (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - (b) Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$3,000 but less than \$25,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Subrecipient Authorized Officials Initials: _____

10. **Debarment/Suspension:** The Subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The Subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
11. **Audit:** The Subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if they have met the requirements to have an audit.
12. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

13. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Racial Profiling:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Subrecipient Authorized Officials Initials: _____

6. **Information Sharing:** The Subrecipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children (ICAC) task force programs.
7. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "SCCG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
8. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets should be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.

The Subrecipient Authorized Official and Subrecipient Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Daniel Atwill

Subrecipient Authorized Official Name

Subrecipient Authorized Official Signature

Date

Dwayne Carey

Subrecipient Project Director Name

Subrecipient Project Director Signature

Date

Subrecipient Authorized Officials Initials: _____

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Funding Requested	Total Cost
Andy Evans	Investigator	Retained	FT	\$2,026.40	26.0	100.0	\$52,086.40
Cody Bounds	Investigator	Retained	FT	\$2,047.20	26.0	100.0	\$53,227.20
							\$105,013.60

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide the following justification for each position (preferably in the same order as the position is listed in the budget category):

If the position is new (created):

- Provide a description of the job responsibilities the individual will be expected to perform
- Where applicable to the posted position, identify any experience that will be expected of the individual

If the position exists (retained):

- Provide a description of the job responsibilities
- Provide a description of the experience possessed by the individual

If a salary change may occur during the project period and a separate line is included in the budget to reflect such change, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

Andy Evans has been a certified law enforcement officer for 16 years and is currently an investigator employed by the Boone County Sheriff's Department assigned to the Cyber Crimes Task Force. Detective Evans was assigned to the Task Force in July 2014. Detective Evans' primary responsibility is reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining search warrants and other legal demands, serving search warrants, preparing and participating in public awareness and education programs, and attending further training for his position.

Cody Bounds has been a certified law enforcement officer for 8 years and is currently an investigator employed by the Boone County Sheriff's Department assigned to the Cyber Crimes Task Force. Detective

Bounds was assigned to the Task Force in January 2014. Detective Bounds' primary responsibility is forensic examinations of electronic evidence, testimony in State and Federal criminal proceedings, obtaining search warrants, preparing evidence for court, and attending further training for his position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$105,913.60	0.0765	99.9475	\$8,098.14
					\$8,098.14
Medical Insurance	Medical Insurance	\$1,014.00	12.0	100.0	\$12,168.00
					\$12,168.00
Pension/Retirement	Pension/Retirement - 401(a) match	\$50.00	26.0	100.0	\$1,300.00
					\$1,300.00
Workers Comp	Workers Comp	\$105,913.60	0.0268	100.0	\$2,838.48
					\$2,838.48
					\$24,404.62

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If a premium or rate change may occur during the project period and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is contributed by the employer to the IRS at the rate of 7.65% of salary as set by the federal government for Social Security and Medicare.

Medical Insurance is contributed by the employer under a High Deductible Health Plan at a rate of \$507.00 per month, per employee, to provide coverage in the event of illness or injury.

Pension/Retirement is contributed by the employer to the employee's 401(A) at a rate of \$25.00 bi-weekly, per employee, as a tax deferred savings.

Workers Compensation is contributed by the employer at an approximate rate of 2.68% of salary to provide wage replacement and medical benefits to employees injured in the course of employment. Workers Compensation benefits are contracted through the Missouri Association of Counties Workers' Compensation Trust.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	% of Funding Requested	Total Cost
					\$0.00

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide the following justification:

- description of the job responsibilities and any experience the individual possesses as it relates to the proposed project, for any personnel positions not included in the Personnel budget category*
- description of why overtime funding is necessary to the project*
- rationale for the number of hours budgeted for overtime, per position where applicable*

If an overtime pay rate change may occur during the project period and a separate line is included in the budget to reflect such change, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
					\$0.00
					\$0.00

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If a premium or rate change may occur during the project period and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.

Travel/Training

Category	Item	Unit Cost	Duration	Number	% of Funding Requested	Total Cost
Other	AccessData Certified Examiner (ACE) Recertification	\$100.00	1.0	1.0	100.0	\$100.00
Other	Cellebrite Certified Mobile Examiner (CCME) Certification	\$389.00	1.0	1.0	100.0	\$389.00
Other	Cellebrite Certified Physical Analyst (CCPA) Recertification	\$289.00	1.0	2.0	100.0	\$578.00
Fuel	IACIS Mobile Device Forensics Training - Fuel	\$50.00	1.0	1.0	100.0	\$50.00
Airfare/Baggage	IACIS Mobile Device Forensics Training - Airfare/Baggage	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	IACIS Mobile Device Forensics Training - Airport Parking	\$9.00	6.0	1.0	100.0	\$54.00
Lodging	IACIS Mobile Device Forensics Training - Lodging	\$140.00	5.0	1.0	100.0	\$700.00
Meals	IACIS Mobile Device Forensics Training - Meals	\$40.00	6.0	1.0	100.0	\$240.00
Registration Fee	IACIS Mobile Device Forensics Training - Registration Fee	\$1,405.00	1.0	1.0	100.0	\$1,495.00
Rental Car	IACIS Mobile Device Forensics Training - Rental Car	\$280.00	1.0	1.0	100.0	\$280.00
						\$4,386.00

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If travel/training is included in the budget, address the following information for each training/meeting event (preferably in the order listed in the budget category):

- the location of the training/meeting (if unknown, clearly identify the location of the training/meeting is TBA)
- the date(s) of the training/meeting (if unknown, clearly identify the date(s) of the training/meeting is TBA)
- who will be attending the training/meeting
- a synopsis of the training/meeting
- anticipated benefit of the training/meeting, making sure to clarify why the training/meeting is pertinent to the person(s) attending

If the person attending the training/meeting is not budgeted within the Personnel or Personnel Overtime budget category, be sure to also clarify who the person is, their role/job responsibilities with the project, and any experience possessed as it relates to the proposed project.

AccessData Certified Examiner (ACE) Certification

This will cover re-certification costs for Detective Cody Bounds, who is currently an AccessData Certified Examiner (ACE). This certification shows proficiency in the use of AccessData forensic software, which lends credibility as an expert witness during court testimony in criminal proceedings. Detective Bounds must recertify in February of 2020 and the certification lasts for 2 years. This training is online.

Cellebrite Certified Mobile Examiner (CCME) Certification

Detective Dustin Heckmaster has been employed by the University of Missouri Police Department for 10 years. He has been assigned as a part-time Cyber Crimes Task Force officer for the past 5 years. Detective Heckmaster's primary responsibilities with the task force include forensic exams of electronic evidence, testimony in State and Federal criminal proceedings, obtaining search warrants, preparing evidence for court, and attending further training for his position.

This will cover certification costs for Detective Dustin Heckmaster to obtain credentials as a Cellebrite Certified Mobile Examiner (CCME). This is a top-level certification through Cellebrite and shows mastery in mobile device examinations using Cellebrite tools. Obtainment of this certification will give Detective Heckmaster further credibility as an expert witness during court testimony in criminal proceedings. Cellebrite is the primary tool used by the Task Force for mobile device acquisition and analysis. CCME certification lasts for a period of 2 years. This will be a new certification for Detective Heckmaster. This training is online.

Cellebrite Certified Physical Analyst (CCPA) Certification

Detective Tracy Perkins has been a certified law enforcement officer at the Boone County Sheriff's Department for 25 years. She was assigned full-time to the Task Force in January 2007. Detective Perkins' primary responsibility is reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining search warrants and other legal demands, serving search warrants, preparing and participating in public awareness and education programs, and attending further training for her position.

This will cover re-certification costs for Detective Tracy Perkins and Detective Dustin Heckmaster, who are currently Cellebrite Certified Physical Analysts (CCPA). This certification shows proficiency in the use of Cellebrite forensic software, which lends credibility as an expert witness during court testimony in criminal proceedings. Detective Perkins and Detective Heckmaster must recertify by December of 2019 and the certification lasts for two years. Associated costs include an online refresher course through Cellebrite. This training is online.

IACIS Mobile Device Forensics Training

This IACIS training for Detective Heckmaster is a 36-hour (5 day) course which provides instruction on how to acquire data from and analyze mobile devices using the most current operating system software on the market. This training is non-vendor specific, and is important to maintaining up-to-date knowledge regarding

the forensic analysis of mobile devices. The exact date and time are TBA but this training is expected to be held in the beginning of 2020. The exact location is TBA but has traditionally been held in the Orlando, Florida area.

Detective Heckmaster is currently certified through Cellebrite to conduct mobile device examinations and is recognized through IACIS as a Certified Forensic Computer Examiner (CFCE). This training will build upon Detective Heckmaster's existing knowledge, help him locate and recover more digital evidence, and help him make more prosecutable cases. It will also enhance his qualifications as an expert witness.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
						\$0.00

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item (preferably in the same order listed in the budget category):

- What is the item?*
- How will the item be used?*
- Who will use the item?*
- Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?*

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
HostGator Website Domain Registration and Hosting	Annual	\$294.34	1.0	100.0	\$294.34
					\$294.34

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the supply or operational cost is necessary for the proposed project, making sure to clearly identify how the item will be used*
- who will use (or benefit from) the supply or operational cost*

If a rate change may occur during the project period for an operating expense and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.

HostGator website domain registration & hosting is for the annual domain registration and hosting fees associated to the website maintained by the Task Force at www.bcsdcybercrimes.com. This website provides valuable resources to the community, including information on what to do in the event that a possible crime has been committed online and the ability to request presentations or other assistance from the Task Force. The continued implementation of this website helps the Task Force to meet the community outreach requirements set forth by the SCCG grant itself, and is the primary means by which the Task Force maintains a public presence, to include providing press releases regarding the impact the Task Force has on our community and service area. The Task Force frequently receives contact requests generated by users of the website. The costs associated to hosting of the website include both server space and SiteLock anti-malware services to protect the website and its users from malicious activity.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
AccessData Forensic Toolkit (FTK) License Renewal (2)	Annual	\$2,445.52	1.0	100.0	\$2,445.52
ADF Digital Evidence Investigator License Renewal (2)	Annual	\$2,998.00	1.0	100.0	\$2,998.00
BlackBag Analyst Suite Software/License	Annual	\$4,405.00	1.0	100.0	\$4,405.00
BlackBag Mobilize Software/License	Annual	\$755.00	1.0	100.0	\$755.00
Cellebrite UFED Cloud Analyzer License Renewal	Annual	\$2,597.66	1.0	100.0	\$2,597.66
Cellebrite UFED Ultimate 4PC License Renewal (2)	Annual	\$7,326.00	1.0	100.0	\$7,326.00
Deepstar Disk Imager 4 License Renewal	Annual	\$350.00	1.0	100.0	\$350.00
GetData Forensic Explorer License Renewal	Annual	\$495.00	1.0	100.0	\$495.00
GrayShift GrayKey Software/License	Annual	\$15,075.00	1.0	100.0	\$15,075.00
IACIS Membership	Annual	\$75.00	1.0	100.0	\$75.00
Internet Service	Monthly	\$79.94	12.0	100.0	\$959.28
Magnet Forensics Internet Evidence Finder (IEF) License Renewal (2)	Annual	\$2,150.00	1.0	100.0	\$2,150.00
Webroot Antivirus Renewal	Annual	\$239.98	1.0	100.0	\$239.98
Wireless Air Card Service	Monthly	\$41.24	12.0	100.0	\$494.88
					\$40,366.32

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the item is necessary for the proposed project, making sure to clearly identify how the item is used
- who will use (or benefit from) the item

If a rate change may occur during the project period for a contractual expense and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.

AccessData Forensic Toolkit (FTK) License Renewal

This is for a one-year licensing renewal of existing software (two instances). Both of current licenses will expire in October of 2019. AccessData FTK is the primary forensic analysis software used by the Task Force for the examination of computer and storage media evidence. This software is used to fully analyze digital evidence, including the recovery of deleted files, as well as create data reports for the prosecution of cases. This software is an essential part of forensic operations, and such operations would cease without it. Detective Cody Bounds and Detective Dustin Heckmaster will use these licenses.

ADF Digital Evidence Investigator License Renewal

This is for a one-year licensing renewal of existing software (two instances). One license will expire in October 2019 and the other will expire in May of 2020. ADF Digital Evidence Investigator is a software program used to triage computer evidence and can be used on a wide variety of file systems, including those common to Windows, Apple, and Linux operating systems. Furthermore, this software can be used on both live Windows machines and machines which are in a powered-off state. The purpose of this software is to assist in quickly locating evidence while conducting on-scene triage during an active investigation, and to help eliminate the seizure of non-evidentiary items. The capabilities of this software help to locate evidence more quickly and establish probable cause during an active investigation. Detective Cody Bounds and Detective Dustin Heckmaster will use these licenses.

BlackBag Analyst Suite Software/License

BlackBag Technology is largely known as the Apple experts of the forensic analysis software community, as their products are tailored to the forensic artifacts located within Apple based devices, to include both computers and cellular telephones. Having software which specializes in the analysis of Apple devices is very important, as other forensic tools often produce less than desirable results of Apple computers which use Apple's newer filesystem and photo format. The BlackBag Analyst Suite includes BlackLight (for examination of computers), Mobilyze (for examination of mobile devices) MacQuisition (for data extraction of Apple computers), and SoftBlock (a software write-blocking utility to help ensure evidence preservation). The combination of these programs will give the Task Force the ability to preserve, extract, and analyze data from all Apple devices. Additionally, BlackLight and Mobilyze is capable of analyzing non-Apple devices, including Windows and Android – which is important when attempting to verify the analysis results of evidentiary data. This is of particular importance for the verification of mobile device data, as the Task Force currently only has one major program for cellular telephone analysis. This software will be used by Detective Cody Bounds, who already holds Certified BlackLight Examiner (CBE) certification through BlackBag.

BlackBag Mobilize Software/License

BlackBag Mobilize is a software application used for the acquisition, analysis, and reporting of mobile device evidence. This software is largely recognized for its ability to analyze Apple iOS-based devices but is also very proficient in the analysis of Android-based devices as well. Currently, the Task Force has only one major analysis program for mobile device evidence. Adding a secondary, well recognized software application for this purpose helps to verify analysis results between software programs, which is important to the forensic examination process. This instance of Mobilize (separate instance from the instance included in

the Suite described previously) will be used by Detective Dustin Heckmaster. It should be noted that Detective Heckmaster does the majority of his daily work out of his primary office on the University of Missouri campus.

Cellebrite UFED Cloud Analyzer License Renewal

This is for a one-year licensing renewal of existing software. The current license will expire in February of 2020. The Cellebrite Universal Forensic Extraction Device (UFED) Cloud Analyzer is a software utility used to expand upon the data collected during the examination of mobile devices. This task is accomplished by using the login data located during analysis of locally stored mobile device evidence to extract additional information stored on the Cloud by third party software applications, including those common to Task Force investigations, such as Facebook and Dropbox. Cellebrite UFED Cloud Analyzer extracts this data in a forensically sound manner and can be an invaluable tool for obtaining data before the account holder deletes it. Investigations conducted by the Task Force have increasingly found that evidence is being stored by various Cloud services, and many third-party software applications have begun storing valuable data to the user account on the Cloud, rather than saving this information locally to the user device. This software therefore helps to retrieve valuable evidence which may otherwise be irretrievable. Detectives Tracy Perkins, Andy Evans, Cody Bounds and Dustin Heckmaster use this software.

As previously stated, Detective Heckmaster works primarily out of his office at the University of Missouri. However, he is assigned a vehicle by the University of Missouri Police Department that he is free to use whenever he needs for law enforcement purposes. Additionally, he is issued a key FOB giving him anytime access to Task Force offices at the Boone County Sheriff's Department. These facts give Detective Heckmaster the ability to become mobile at a moment's notice when needed to use supplies, hardware, software, and any other task force resources located in the Task Force offices when needed as dictated by specific investigations. Additionally, this software can be used on-scene and away from any office during field operations.

Cellebrite UFED Ultimate 4PC License Renewal

This is for a one-year licensing renewal of existing software (two instances). These two licenses will expire in October and November of 2019. The Cellebrite Universal Forensic Extraction Device (UFED) Ultimate is the primary software utility used by the Task Force for the extraction, analysis, and reporting of mobile device evidence including cellular telephones. Mobile devices account for the majority of evidence obtained for forensic analysis by the Task Force. Without this software, the Task Force would no longer be able to examine such evidence or prepare data reports for prosecution of criminal cases. Detectives Tracy Perkins, Andy Evans, Cody Bounds, and Dustin Heckmaster use this software.

DeepSpar Disk Imager 4 License Renewal

This is for a one-year licensing renewal of existing software and corresponding hardware. The existing license will expire in January of 2020. DeepSpar Data Recovery Systems Disk Imager 4 is a disk imaging system capable of obtaining data from hard drives undergoing physical failure common to head degradation. This system and similar systems are a common tool to many forensic labs and allow for the obtainment of data which cannot be acquired by traditional forensic imaging means. It is not uncommon to encounter evidence stored on a hard drive in a state of physical failure, and often, this evidence can simply not be analyzed as a result. DeepSpar Disk Imager 4 helps to overcome this obstacle and retrieve this evidence. A

license renewal is needed to ensure that the latest firmware and software updates can be obtained for this tool. Detective Cody Bounds and Detective Dustin Heckmaster use this device.

As previously stated, Detective Heckmaster works primarily out of his office at the University of Missouri. However, he is assigned a vehicle by the University of Missouri Police Department that he is free to use whenever he needs for law enforcement purposes. Additionally, he is issued a key FOB giving him anytime access to Task Force offices at the Boone County Sheriff's Department. These facts give Detective Heckmaster the ability to become mobile at a moment's notice when needed to use supplies, hardware, software, and any other task force resources located in the Task Force offices when needed as dictated by specific investigations.

GetData Forensic Explorer License Renewal

This is for a one-year licensing renewal of an existing software application. The existing license will expire in November of 2019. GetData Forensic Explorer is a forensic analysis software program, and the only software application used by the Task Force which is capable of easily virtualizing a forensic image. Image virtualization is an important step to forensic analysis of computer evidence, as it allows the examiner to essentially use the computer in the same manner and view in which the suspect used it, but without altering the actual evidence. By virtualizing the forensic image, an examiner can confirm the meaning of their forensic findings, which is a necessary step to completing a thorough forensic examination and providing additional confidence in the evidence. Additionally, it is widely regarded as beneficial for juries to view the evidence as it was seen by a defendant, which can be easily presented using this software. Detective Cody Bounds will use this license.

GrayShift GrayKey Software/License

Currently, GrayKey by GrayShift is the leading product which can bypass the user passcode of an iOS device and allow for an examination of the contents. Approximately 45% of mobile device users in the US use Apple phones with iOS. All Apple iOS devices have encryption enabled out of the box and are well-known for their advanced security, which often prevents law enforcement from accessing iOS-based devices unless the user voluntarily provides a passcode. The data extraction performed by GrayKey is also more advanced than other available extraction methods and results in the acquisition of additional data which has been proven valuable in solving criminal cases by our Task Force.

The most effective method for successfully bypassing iPhone security requires the device to remain powered-on and connected to a GrayKey immediately upon device seizure. This means access to a local, geographically close device is important.

This NEW equipment/license will be maintained and operated by Detective Cody Bounds. The amount requested includes a \$500 credit offered by GrayShift to off-set the first time equipment costs (this explains why there is not a corresponding budget entry in the equipment category).

IACIS Membership

This is for one-year membership to the International Association of Computer Investigative Specialists (IACIS) for Detective Cody Bounds. Currently, Detective Cody Bounds holds both CFCE and ICMDE certification through IACIS. IACIS is an internationally recognized organization which provides digital

forensics training and certification. Membership costs are used for recertification tests, which occur every three years, and also provide access to the IACIS forensic community, which is invaluable for keeping up to date on the forensic analysis aspects of technology and networking with other forensic analysts when questions about an examination arise.

Internet Service

This is an existing covert Internet account allowing investigators Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The Internet service provider is CenturyLink. This is for an additional year of service (12 monthly payments).

Magnet Forensics Internet Evidence Finder (IEF) License Renewal

This is for a one-year licensing renewal of an existing software application (two instances). One license expires in August of 2019 and the other in April of 2020. Magnet IEF is an essential part of forensic operations for the Task Force and is used during nearly every forensic examination. This software often results in finding digital evidence which would have not been found otherwise, and is capable of analyzing computers, mobile devices, and gaming systems. Specifically, this is the only software application used by the Task Force which specializes in finding Internet based artifacts, including those which are of particular importance to proving intent for child pornography distribution and possession, such as peer-to-peer related downloads, Internet history from all popular web browsers, and parsing of user entered Google search terms. Detective Cody Bounds and Detective Dustin Heckmaster will use these licenses.

Webroot Antivirus Renewal

This is software for anti-virus protection and Internet security. Task Force investigators sometime visit unsavory corners of the internet which greatly increases the chance of encountering a computer virus or other problem. Additionally, forensic examiners run this software on a suspect's computer to determine if there any viruses currently on the machine. The Task Force investigators will use the software on all undercover computers and forensic machines. This renewal covers 15 computers for an additional year of service.

Wireless Air Card Service

This is an existing wireless Internet account. This service allows investigators to access the Internet on laptop computers when away from the office. For example, this device is sometimes used for enticement investigations when the decoy investigator needs to be at a meeting site or to perform further investigation beyond normal business hours. This is for an additional year of service (12 monthly payments).

Total Budget

Total Project Cost: \$175,364.88

391-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

10th

day of

September 20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize September as National Suicide Prevention Awareness Month.

Done this 10th day of September 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH

Whereas, according to the American Foundation for Suicide Prevention (AFSP), more than 47,000 people died by suicide in the year 2017; and

Whereas, suicide is the tenth leading cause of death among adults in the US, and nearly 20% of all suicides were completed by people ages 45-54; and

Whereas, Boone County is not exempt from this devastating trend, with 106 suicides having been completed in Boone County between 2013 and 2017, with the male suicide rate being nearly four times higher than the female rate; and

Whereas, suicidal thoughts can affect anyone, regardless of age, gender, race, orientation, income level, religion, or background; and

Whereas, regional organizations, like Suicide Prevention Services (SPS) and American Foundation for Suicide Prevention Greater Mid-Missouri, and national organizations, like the National Alliance on Mental Illness (NAMI) and the National Suicide Prevention Lifeline, provide lifesaving resources for those struggling with mental illness and suicidal thoughts, which are often seen as too taboo to discuss; and

Whereas, local campaign Look Around Boone encourages everyone in Boone County to recognize that mental health is an “everybody issue,” to be actively aware and support neighbors, friends and loved ones who are experiencing mental health issues, and to “See something. Do something.”; and

Whereas, September is National Suicide Prevention Awareness Month and is intended to help promote awareness of suicide and mental health issues, identify suicide prevention resources available in our community, and educate our citizens about how to help those around them and how to talk about suicide without increasing the risk of harm; and

Therefore, the Boone County Commission does hereby recognize September as National Suicide Prevention Awareness Month, identifies suicide prevention as a priority and encourages all Boone County citizens to learn how they can help their loved ones and their community at large.

IN TESTIMONY WHEREOF, this 10th day of September, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 10th day of September 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Room 332 by the Division of Labor Standards, State of Missouri on September 13, 2019 from 1:00 pm to 2:00 pm.

Done this 10th day of September 2019.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

[Signature]
Fred J. Parry
District I Commissioner

[Signature]
Janet M. Thompson
Acting Presiding Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Division of Labor Standards, State of Missouri

Address: 3315 W. Truman Blvd

City: Jefferson City State: MO ZIP Code: 65102

Phone: (573) 751-6558 Website: labor.mo.gov/dls

Individual Requesting Use: Brittney Rollins Position in Organization: Executive Assistant to the Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Boone County On-Site Consultation Staff Meeting (Missouri Department of Labor)

Description of Use (ex. Speaker, meeting, reception): Staff Meeting

Date(s) of Use: September 13, 2019

Start Time of Setup: 1:00 AM/PM Start Time of Event: 1:00 PM

End Time of Event: 2:00 AM/PM End Time of Cleanup: 2:00 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Taylor W. Burks DIRECTOR OF LABOR STANDARDS

Phone Number: 573.751.1122 Date of Application: September 4, 2019

Email Address: taylor.burks@labor.mo.gov; brittney.rollins@labor.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Branna L. Lennon
County Clerk

Roger B. Wilson
County Commissioner

DATE: 9.10.19