

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone } ea.

In the County Commission of said county, on the

9th

day of

June

20 20


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

Now on this day the County Commission of the County of Boone does hereby release a Cash Deposit from the Boone County Treasurer in the amount of \$29,288.89. Said deposit was issued on behalf of AEM Diversified Investments, LLC for stormwater improvements located at 6080 E. Bass Ln., Columbia, MO 65201. The work has been completed as required. The original commission Order accepting the Cash Deposit is 14-2019.

Done this 9th day of June 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

14 -2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

15th

day of

January

20 19

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement between the County of Boone and AEM Diversified Investments, LLC.

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

Done this 15th day of January, 2019.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Barry
Fred J. Barry
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: December 18, 2018

Developer/Owner Name: AEM Diversified Investments, LLC
Address: 6080 E. Bass Ln.
Columbia, MO 65201

Development: Endovac Animal Health

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Endovac Animal Health. The SWPPP and ESC was prepared by Crockett Engineering Consultants on October 3, 2018.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 20 day of November 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$29,288.89, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

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

- Cash deposit with County Treasurer

5. **Use of Security** -- The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 20, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 20, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** -- In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** -- Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** -- Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

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

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: Kevin C Sprouse

Title: President & CEO


BOONE COUNTY, MISSOURI:

Department of Resource Management




Stan Shawver, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



Taylor W. Burks, Boone County Clerk

Brianna L. Lennon

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:

by: 

C.J. Dykhouse, County Counselor

44763



ENDOVAC ANIMAL HEALTH LLC
6080 E BASS LN
COLUMBIA, MO 65201-9735
(573)443-5383

CENTRAL BANK OF BOONE COUNTY
www.centralbank.net
MEMBER FDIC
80-857815

12/17/2018

PAY TO THE
ORDER OF

Boone County

\$ **29,288.89

Twenty-nine thousand two hundred eighty-eight and 89/100*****

DOLLARS

Boone County Resource Management
Attn: Paula Evans
801 E. Walnut, Room 315
Columbia, MO 65201

AUTHORIZED SIGNATURE

MEMO

⑈044763⑈ ⑆081500859⑆ ⑈128612351⑈

44763

ENDOVAC ANIMAL HEALTH LLC
12/17/2018

Boone County

Date	Type	Reference	Original Amount	Balance Due	Payment
11/20/2018	Bill		29,288.89	29,288.89	29,288.89
			Check Amount		29,288.89

101 Endovac Animal

29,288.89

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STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 13-03APR20 – eProcurement Services to Ion Wave Technologies, Inc. of Springfield, Missouri.

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

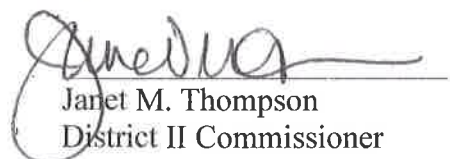
Done this 9th day of June 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: June 1, 2020
RE: RFP Award Recommendation: *13-03APR20 - eProcurement Services*

Request for Proposal *13-03APR20 - eProcurement Services* closed on April 3, 2020. Eight proposal responses were received.

The evaluation committee consisted of the following:

Melinda Bobbitt, Director of Purchasing
Liz Palazzolo, Senior Buyer
Dave Eagle, Purchasing Specialist

The evaluation committee recommends award to Ion Wave Technologies, Inc. of Springfield, Missouri per the attached Evaluation Report. Total cost of the subscription contract through December 31, 2020 is \$6,000 and will be paid from 1170 - Information Technology, 70100 - Software Subscriptions. The budget included \$16,000 for the annual subscription and \$8,000 for one-time implementation costs.

The contract includes electronic bidding and vendor management, RFP evaluation scoring, and contract management. The Purchasing Department will now be able to receive bid responses from vendors electronically and obtain electronic bid tabulations. The electronic system provides management of vendor contract and Insurance Certificates where the system notifies the County and vendor of approaching expiration dates. The vendor is also offering the RFP evaluation and scoring module free for the remainder of this year.

The contract is through December 31, 2020 and has four one-year renewal periods.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

13-03APR20 – E-Procurement Services

Note: All Offerors proposed a cloud-based, annual subscription-based, SaaS platform. No software or hardware purchases are required beyond the licenses for applicable users. We would need IT to add a link to our web page.

OFFEROR #1: Bonfire Interactive Ltd

It has been determined that Bonfire Interactive has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Bonfire Interactive has submitted a **non-responsive** proposal.

Note:

Implementation is 3-6 weeks.

Located in Ontario.

Price: \$14,500 annual subscription for 4 seats. Includes Bonfire eProcurement Platform (Best Value / Scorecard evaluation module, Bid tables evaluation module, Questionnaires evaluation module, Vendor Management module, COI/NDA Declarations module) and Bonfire Contract & Vendor Performance Management (up to 400 contracts in Bonfire) Following BAFO #1, \$13,500 annually, firm annual price for five years.

Experience/Expertise of Offeror

Strengths:

- Implemented in 350 organizations over the past eight years. Founded in 2012.
- References include cities and Counties. Parkway School District in St. Louis County, Missouri. They also said City of Kansas City is a client.
- Claim a 95% recommendation rate from both procurement teams and vendors
- Added 185 public agencies in past two years, only lost two agencies in past two years.
- In GovSpend, the following have contracts: State of IL, Hillsborough County Board of County Commissioners, FL. County of Fairfax, VA. State of TX - Dept. of IT

Concerns: None

Method of Performance

Strengths:

- Vendor self-registration with codes (NIGP one of the choices)

- The Vendor Management module can collect and auto-expire vendor documents such as insurance, permits, reference letters, etc. so they can be kept up to date which is part of their pricing which is within budget.
- The County has ability to edit vendor's profile with changes if requested by vendor
- Solicitations go to potential matching vendors from other organizations, increasing the vendor reach for Boone County.
- Purchasing staff has ability to search Bonfire's vendor database by commodity code.
- Vendor database has 175,000 vendors.
- Vendor Performance Module - can track performance of vendors. Stored in "vendors" section of Bonfire. Boone County can create custom supplier performance surveys for specific suppliers and determine the desired respondents for surveys to be automatically sent. Bonfire provides a summary of survey responses, with comments, and specific flags to highlight where there are low scores. (I could see this helping Dave during the renewal process).
- Can create a Bid directly in Bonfire or upload as Word or PDF attachment.
- Templates can be created, or might just have certain parts used as templates or store documents (i.e. Terms and Conditions, Bid Response Instructions)
- Can customize bid tabs, for example, BidTables Module allows various scenarios such as lowest overall bidder, lowest bidder by basket and most optimal combination of 2 or 3 vendors.
- The County is able to track vendor downloads of documentation (date/time stamped) as well as use intent to bid within Bonfire to understand vendor participation prior to the close date of the solicitation. The County can also see if Bidders have submitted bids (although cannot open until bid opening date/time).
- If an email bounces/rejects, Bonfire support reaches out to the County to let them know.
- "Creating a paperless procurement process is a key outcome of Bonfire's solution". Vendors use e-bonding to include bid bonds.
- Bonfire's Questionnaires feature supports automatic side-by-side scoring to evaluate large amounts of qualitative information. It's included in their pricing which is within budget.
- Contract Management - County can set contract expiration dates and lead times when creating or modifying a contract in Bonfire. Reminders can be set for any custom type of notification. Contract Management is included as part of their pricing which is within budget.
- Implementation Specialist does provide one-on-one training to everyone in Purchasing and new hires (although not in-person).
- Since migration of vendor database is not an option for the County due to IT limited resources, we would provide our implementation specialist a copy of our existing vendor database and Bonfire will run a "marketing" campaign inviting all vendors to create their own free Bonfire account. (Bonfire could migrate vendor database for an additional fee).
- All modules offered for one price as a complete package and within budget.
- **Demonstration:**
 - Their system scans any download from vendor for malware or any virus so it's safe for us
 - RFP Evaluation appears to be easy to use

- o Insurance Certificate expiration date - will notify both County and Vendor of upcoming expiration dates
- o Can get us up and running depending on when we are available for training. Bonfire said it had the City of Albuquerque up and running within three weeks.
- o Offers user greet-ups where they have get-togethers regionally to show new features
- o All cloud-based, they turn on the portal. The only thing they need is a link on our home page.

Concerns/Answers:

- Can we enter which department our solicitation is for, then run reports by that department? For example, total contract award dollars by department. Is there an additional fee for that type of report? –
Yes, per BAFO #2 response. Each bid solicitation can be tied to a specific department so that reports may be run on a department basis, such as total contract award dollars by department. There is no additional fee for that type of report.
- “The only IT involvement required from the County is a security evaluation (if applicable).” What does that mean?
Yes, per BAFO #2 response. Bonfire is a cloud based SAAS solution; this means that the platform stands alone and does not need to integrate with any of the counties current systems. We have attached our IT security standards for the IT department to evaluate should they wish to.
- E-Verify is required for Missouri purchasing. Does E-Verify apply to Canada? What is equivalent to a 1099?
No, per BAFO #2 response. E-verify is not available to us, but we can send an invoice to the county which can be paid by check or credit card.

Note - this response is still a concern for Boone County. We would need to check with our Legal Department to see if a Canadian based company needs to participate in E-Verify/Work Authorization.
- Is the \$14,500 annual subscription rate firm for five years? Did not see that they proposed any increase per paragraph 5.2. *Renewal*.
Yes - per Clarification #1 response. BAFO pricing reduced to \$13,500.00 for original and firm for each renewal option.
- Do they have an electronic public bid board where we post our bids?
Yes, per BAFO #2 response. Bonfire provides a public portal for each institution with the following format <https://organization.bonfirehub.com>, where the italicized portion is a ‘short name’ that identifies the institution. For example, the url <https://dallascityhall.bonfirehub.com> is used by the City of Dallas. Bonfire enables an organization to post any solicitation and solicitation-related documents online via the procurement portal.

- Bonfire also provides the functionality to collect and auto-expire vendor certification documents, which allows the vendor to keep their documents, such as insurance, permits, or reference letters, up to date and accurate.” (p. 5) Is the auto-expire function just sent to the contracted vendor or does it also go to the Insurance Carrier and Boone County? Per BAFO #2 response, the auto-expire function is sent to the contracted vendor and the county - it does not go to the insurance provider

- 1.6. Is Customer Support provided Monday to Friday or 7 days a week?

Per BAFO #2 response, Bonfire offers support coverage via phone or email, Monday-Friday from 8am-8pm EST. Phone line support is offered through a toll-free number. Following successful implementation, our team will also conduct regular check-ins to answer questions, share best practices in Bonfire from across our entire client base, and ensure you are maximizing your use of the platform.

- **Concerns identified through Reference Checks:**
 - One of the agencies said that when you open a Bid Tab for just one vendor, it does not place the vendor’s name on the downloaded document – you just get pricing with no name to identify whose pricing you are reviewing; whereas on the view that shows a side-by side comparison, the vendor’s name does appear. But for the one view, there is no vendor name on the download.
 - There is no call-in phone number to contact Bonfire support for vendors. It’s all done on computer by a click to get virtual service.
 - Would like to be able to make some of the questionnaires standard so the questionnaire does not have to be built each time.
 - The ability to see the bid table without downloading it in certain contract development stages. It would be helpful for the Buyer to see the bid table etc. from the vendor’s perspective without a full download.
 - One vendor registration cannot have multiple emails associated with it. Instead, multiple people will have to register separately for each vendor.

OFFEROR #2: Periscope Holdings, Inc

X It has been determined that Periscope Holdings, Inc has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that Periscope Holdings, Inc has submitted a **non-responsive** proposal.

Note:

Implementation: 12-20 weeks

Located in Austin, TX

Price: Year 1 is \$27,000 (\$8,000 is one-time implementation); year 2 is \$19,750; Year 3 is \$20,157.10. 3% increases after year three. \$3,000 is contract module which the County doesn't need. Not sure what "builder" is for at a price of \$2,000. Need to eliminate these two to be within County budget.

Following BAFO #1, pricing reduced: Vendor Management: \$13,000; RFP evaluation \$1,000; Contract Repository \$3,000; Reverse Auction, included; Builder \$2,000 - SaaS Subtotal: \$19,000. Add Training \$7,500 for a total annual cost of \$26,500.

Experience/Expertise of Offeror

Strengths:

- County references provided, although none in Missouri
- Founded in 2001; offered BidSync since 2014
- Demonstration:
 - have more than 140 public sector agencies onboard

Concerns:

- Paragraph 11.3. says they have not lost any clients due to early contract cancellations but did not say how many clients did not renew.

Method of Performance

Strengths:

- Vendor self-registration with codes (NIGP one of the choices)
- The County has ability to edit vendor's profile with changes if requested by vendor
- Periscope helps vendors with questions regarding their registrations, saving County time. They also offer weekly, free, training sessions for vendors.
- County allowed access to their internal vendor pool, increasing the vendor reach for Boone County.
- The vendor database has 500,000 vendors

- Each solicitation has a bid report that shows which emails failed and which were successfully delivered.
- Has ability for on-line pre-bid conference that functions similar to a group text chat where all communications are logged in a virtual meeting environment. Afterward a transcript of all communications can be uploaded as part of the bid packet.
- Can track Bid Bonds through BidSync, using Surety 3000 (important for construction bids to be able to submit a Bid Bond electronically).
- **Demonstration:**
 - Can see what the other 150 agencies are posting. You can copy and clone their work. Can also see their suppliers that are submitting responses and their bid tabs.
 - Builder modular supports bid bonds, plan holder lists
 - Can mark a bid as "public" so it goes out to the most vendors and create the most competition
 - When vendor logs in, there is a 1-800 support number with a live person, not a recording, to help the vendor (and the agency). There are also webinars to help vendors learn how to use Bidsync.

Concerns/Answers:

- Implementation is 12-20 weeks. With working at home, we need to be able to accept electronic submission of bids as soon as possible. They do say that shorter time frames can be considered.
- Provided their own Agreement. Some of the terms will be unacceptable for the County (i.e. reimbursable expenses - we would need more language here that the County would have to approve these in writing prior to them occurring, 6.6. No deductions or setoffs, 6.7. Subpoena expenses, indemnification, governing law of Texas).
- "To maximize the County's exposure within the Periscope Supplier Network, BidSync Source uses not one, but three commodity codes - NAICS, NIGP, and UNSPSC." What if the vendor has registered for NAICS codes and we send out a bid under a NIGP code? How do we know the vendor will receive the bid notification?

Per BAFO #2 response: Periscope's BidSync Source offers the ability to use multiple commodity codes. If a vendor is only registered with one code, and Boone County utilizes a different commodity code for a solicitation, there are some crosswalks which notify the vendors of that potential opportunity. Periscope does recommend however, that the County use keywords in the solicitation.

- The County has to approve each vendor registration (page 5, although page 4 says we do not have to approve every registration).

Per BAFO #2 response: The County maintains the ability to approve every vendor's registration if desired. Periscope does not recommend this practice; however, the set-up may require vendor registration to be completed solely by the vendors themselves. Only if there are registration requirements specific to the County which you wish to confirm before accepting registrations is where that may change.

- If we awarded the RFP Evaluator for \$1,000 the first year and found it not to be of value, could we renew for \$1,000 less and drop that in the next year?

Per BAFO #2 response: Boone County would have the option of renewing the contract with Periscope for BidSync Source and turning off the RFP evaluator module. Doing so would reduce the annual SaaS rate for the system by \$1,000 (for that line item). Periscope will not allow the County to use the RFP evaluator module through the end of December 31, 2020.

- What is the "builder" for \$2,000?

Per BAFO #2 response: BIDSYNC BUILDER™ enables customers to organize, automate, and manage the entire sourcing process for construction, utilities, and public works specific projects. This module dramatically reduces construction bid management time and bid administrative requirements. There are fields including bid bonds, engineers' estimates, and others which are specific to this module.

- The \$8,000 for implementation and training seems excessively high
- Since Periscope holds license to NIGP codes, would they waive our annual \$495 fee if we award to them? Is that included as part of this annual subscription rate?

Per BAFO #2 response: No. Periscope only manages the licensure of the NIGP code on behalf of NIGP; we are not the intellectual property owner. Therefore, we are unable to waive the annual code fees. Such fees are not included in the annual subscription of BidSync Source.

Reference Check Concern:

- Vendors complain that Periscope Holdings constantly contacts them and tries to get them to buy additional services at additional cost.
- Documents are difficult to upload when attached to a bid response.

OFFEROR #3: Sysoft, A Division of Ineegratise, Inc

X It has been determined that Sysoft, a Division of Ineegratise, Inc has submitted a responsive RFP response meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that Sysoft, a Division of Ineegratise, Inc has submitted a non-responsive proposal.

Note:

Implementation: less than 4 weeks

Located in New York, New York

Price: \$9,500 annual subscription. Per BAFO #1, this is firm through year 5. Vendor

Management: \$8,000; Bid/RFP Management \$1,300; RFP Evaluation \$100; Contract

Management \$100.

Software: Getall

Experience/Expertise of Offeror

Strengths:

- Proposed solution in use since 2002

Concerns:

- Only provided education references, no counties and none in Missouri
- Only added one new agency in the past two years and did not address if they lost any.

Method of Performance

Strengths:

- Vendor self-registration with codes (NIGP one of the choices)
- County allowed access to their internal vendor pool, increasing the vendor reach for Boone County.
- The vendor database has 500,000 registered vendors and over 2 million that view their site. But this number was changed - see Concern below. Per BAFO #1, "Close to 20,000 vendors are available for your outreach in addition to your own vendor list." Not sure why that's such a different number from their original bid.
- Can run a report to look for bounced emails.
- They will provide in-person training.
- The County has ability to edit vendor's profile with changes if requested by vendor
- Demonstration:
 - They have a bounced email folder on the dashboard

- Very clear summary page/cover page for the vendor. It allows you to enter a Statement of Work that the Bidder can read without having to read the entire specifications to see if they are interested (good for construction bids). I also like that you can enter where you published the ad or upload the ad and can post if there are bonds with what percentages.
- Simple to turn question and answer into an addendum for signing with one click
- Web conferences available and can upload the conference recording.
- Easy to get to "Supplier View" so you can see what the supplier sees
- When the evaluator is scoring a RFP response, they can insert their score, then add their comments that support that score.
- For RFP evaluations, can email an evaluator directly out of the system if you see if they haven't finished their evaluation.

Concerns/Answers:

- If awarded a contract, need backup page for E-Verify
- The original proposal says that the Sysoft vendor database has 500,000 registered vendors and over 2 million that view their site. But, Per BAFO #1, "Close to 20,000 vendors are available for your outreach in addition to your own vendor list." Not sure why that's such a different number from their original bid.
- Did not see renewal increases. Is their pricing firm for five years?
Yes, per clarification response #1.
- Can the report that is run to look for bounced emails be run by bid?
Yes – addressed during demo
- Regarding the dashboard for the buyer "view of vendors," it is not clear from their proposal if the Buyer can see that a vendor submitted a bid prior to due date, or downloaded a bid, or viewed a bid prior to due date. No detail provided in initial proposal.
Yes – these views are possible per BAFO response #2
- RFP response did not provide very much detailed information. For example, how do the electronic pre-bid conferences work? How are electronic bid bonds supported?
- The proposal overall lacked a lot of detail about how certain functionality works, often just indicating "Yes." For example: Does their system have a bid board? Their response stated their system is made to interface for bid responses with BidSync DemandStar, PlanetBid, etc., This begs a question about whether Sysoft has its own bid board. Can Sysoft host electronic bid responses. This did not make sense on first read and poses a problem because the County would not award to two vendors, e.g., Sysoft and DemandStar for example....
Per BAFO #2 response: Yes, Sysoft has a bid board. Interfacing with BidSync, DemandStar, BidNet, and PlanetBid is not required and is not included in the proposal. Sysoft says to disregard that part in the cover letter of their original proposal.
- The County indicated in an RFP addendum that the County IT department does not have time to support migration of vendors. Sysoft's proposal is not clear about how they propose to get the County's vendors registered to their system. How is this done?
Per BAFO #2 response: Sysoft will upload registered vendor data from current Boone County data. New vendors would login to the portal and register themselves.

Note: That response is still a problem for Boone County because our IT Department is busy right now with an ERP implementation and has no time to support Purchasing for a new bidding system.

- **Demonstration concerns:**
- Sysoft says they typically do not have the system create the Bid Tabulation. They prefer having the vendor upload a PDF. But they said they could build line items in their system for e-bidding if the County requested it at no additional cost to get an electronic bid tabulation.
- Not clear from demonstration if they can provide a total listing of notified vendors or just a plan-holders list specific to a solicitation.
- Reference Check Concern:
 - They provided a reference contact for Hillsborough Community College in Florida. This agency doesn't use them for issuing bids. They only use them for RFP evaluation and plan to use them in the future for Contract Management, so it wasn't even a relevant reference for Boone County.

OFFEROR #4: Ion Wave Technologies, Inc

It has been determined that Ion Wave Technologies, Inc has submitted a responsive RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Ion Wave Technologies, Inc has submitted a non-responsive proposal.

Note:

Implementation: less than 4 - 10 weeks

Located in Springfield, MO

Price: \$12,500 annual subscription for IWT Sourcing, \$5,500 for Bid Evaluation Scoring, \$5,500 for Contract Management; Following BAFO, IWT Sourcing pricing reduced: Year 1 pro-rated for \$6,000; 2021 is \$9,000; 2022 is \$10,000; 2023 is \$11,000; 2024 is \$12,000.

Bid Evaluation Scoring module and Contract Module are available to the County for trial during period through 12/31/20 at no cost to the County. Starting in 2021, Bid Evaluation Scoring can be added for \$1,500 and Contract Management can be added for \$1,500.

Experience/Expertise of Offeror

Strengths:

- Providing electronic sourcing since 2002
- Their total focus is government and education
- Provided two Missouri references, one being the City of Columbia (using since 2006)
- In GovSpend, City of Wentzville, MO also has a contract and there is a cooperative contract through The Interlocal Purchasing System (TIPS).
- Demonstration: Springfield, MO Public Schools and City of Wentzville are clients

Concerns: None

Method of Performance

Strengths:

- Can select a geographical area for a bid to go to vendors. I could see this occasionally being useful (i.e. auto mechanic services, towing services).
- Reminder emails can be sent to vendors to get their bids completed.
- Bounced emails can be sent to a designated person's email, i.e. a County purchasing administrator
- The County has ability to edit vendor's profile with changes if requested by vendor
- Vendor self-registration with codes - NIGP codes are one of the choices. IonWave also has their own coding option. Potential to save County the NIGP code subscription fee \$495 annually).

- They do not hound vendors with trying to get them to purchase “additional services”.
- Bid documents can be published to the system’s public pages to reduce the County’s time fulfilling sunshine requests.
- An award report (such as the Commission Memo stating a bid award or a Commission memo with the RFP Evaluation Report attached) can be published on site.
- Supports electronic Bid Bonds
- Can do two part bidding for Request for Qualifications where pricing is not part of round one.
- For contract management module, the electronic bid is associated with the contract – IonWave adds the bid response as an attachment, insurance certificate management and contracts can be published. The Contract module if purchased will cost the County an additional subscription fee in 2021 and forward.
- They offer deeper discounts for longer contract terms. That might be acceptable with the non-appropriation language in the contract.
- Following BAFO #1, IonWave will allow the County to utilize their Bid Evaluation Scoring Module and Contract Management module free of charge through the end of 2020. This would give us the opportunity to judge if it would be of value in future years.
- **Demonstration:**
 - Vendor (or another agency) can download a bid invitation without logging in. This feature can be customized to the County’s preference – the County can determine how much a vendor can view without having to log-in to the IWT portal.
 - Under their vendor profile, the vendor has the option to enter as many names and addresses/e-mail addresses as they would like
 - County has the option to “auto-approve” the vendor registration or to approve the vendor registration. If not auto-approved the registration goes into a folder where the County approves each vendor registration before it becomes active.

Concerns/Answers:

- Boone County bids do not go to a wider IWT vendor data base. IWT’s vendor data base will be specific to just Boone County. This could compromise the goal of increasing competition with the purchase of an e-bidding subscription. However, IonWave will do an email broadcast to suppliers currently registered with the County and with local peer government agencies such as the City of Columbia so this has the potential of expanding the County’s current vendor data base. In addition, we discovered during reference checks that just because a bid was going to a large database of nation-wide vendors, it wasn’t necessarily increasing the number of bids received.
- If awarding a contract to this vendor, we would want to write in the firm pricing for the contract management and RFP scoring should we want to try that and award it in future years.
 - Per clarification #1 response: Will allow the County to use Contract Management and RFP Evaluation free through 12/31/20, then the County can add the pricing in future years should Purchasing wish to continue with the modules.
- “Questions and Answers are posted within the system for viewing” on page 32. Is that viewing by both the vendor and the Buyer? We could receive some questions that don’t

really need an addendum but would still want all vendors to see any question and our response. For example, "Is shipping FOB Destination or FOB Origin?" We already addressed that in the bid and just want to direct this vendor to that paragraph. An addendum would not be needed in that scenario but for transparency, we would want all bidders to see the question and answer.

- Yes. Buyer has option of broadcasting answer to all vendors or to issue an addendum that goes to all vendors per BAFO #2 response.
- On page 46, it states "assumes 1 year and 8-month agreement with four optional 1-year extensions". But then it prices the first year as \$8,333 for Sourcing with the next term beginning 1/1/21. Shouldn't that next term begin 1/1/22?
 - Per BAFO #2 response: Initial term is through December 31, 2020, with four one-year renewal periods.
- IWT offers Tier 1 and Tier 2 Supplier Support. Tier 1 Supplier Support comes at an additional cost (\$2,000). This would have been a concern, however, Tier 2 Supplier Support is free to the County and would provide essential coverage. The County would field initial calls, and if the County cannot resolve, the County escalates the problem to IWT's email/phone support (toll free). IWT offers to conduct "how to" webinars, record these webinars, and present at Vendor Fairs if requested by County.
- Did not provide how many clients they've added or lost in the past two years. Proposal says they would share this confidentially if selected as a finalist.
- Several options in the original proposal were marked "Confidential and Proprietary" which conflicts with paragraph 3.5 of the RFP which states: " **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected. **Do not mark 'confidential' in your RFP response, or include any proprietary information with your proposal response.**"
Regardless IWT added "additional features" on page 63 of their response and said we had to request a redacted RFP response to submit for sunshine requests.
 - Provided a redacted proposal response in BAFO #2 response – confidential parts redacted.
- Provided their own boilerplate Agreement and parts may not be acceptable for the County (for example some immediate issues are travel time must be approved in writing prior to execution, indemnification, contract cancellation terms, will not agree to our Terms and Conditions - would need to review with County Legal Department).
- **Demonstration:**
 - Does the City of Columbia and Springfield Public Schools use NIGP codes or IonWave's coding system? They use IonWave's coding system.

Reference Check Concern:

- One concern is that when one Buyer issues an addendum for another's Buyer's bid, it now switches the contact/owner on that bid to the Buyer that issued the addendum.

OFFEROR #5: PlanetBids, Inc

It has been determined that PlanetBids, Inc has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that PlanetBids, Inc has submitted a **non-responsive** proposal.

Note:

Implementation: 3-4 weeks

Located in Studio City, CA

Price: \$26,000 year 1 (\$3,500 one-time start-up fee, \$22,500 annual subscription); increases up to 3% per year for renewals. Includes Vendor Management, Bid Management, Evaluation Management, Insurance Certificate Management, Contract Management with Agency Contracts, All Built-In Reports

Following BAFO #1: Vendor and Bid Management (\$12,500/year + \$1,000 setup), Evaluation Management (\$1,750/year + \$500 setup), Insurance Certificate Management (\$4,500/year + \$500 setup), Contract Management (\$2,500/year + \$500 setup). Maximum renewal annual increase of 2%. Setup fees waived on all except Vendor and Bid Management if awarded in initial year.

Experience/Expertise of Offeror

Strengths:

- Providing e-Procurement to government entities for 20+ years
- Added 60 public agencies in the past two years and lost 0 agencies
- Provided two Missouri references (although were schools)

Concerns: None

Method of Performance

Strengths:

- Solicitations go to potential matching vendors from other organizations. increasing the vendor reach for Boone County.
- 800,000 vendors registered
- Vendor self-registration with codes (NIGP one of the choices)
- Purchasing can create a short vendor profile, then the system will email the vendor notifying them of the profile with their login information so they can go in and edit. This would be handy if we have a vendor stop by our office or were registering vendors at Vendor Fairs.
- Internal Notification Email feature can keep selected County personnel such as project managers apprised of all emails sent by Bid Management Module for all or specific bids.
- Online Q&A allows County to set a deadline for prospective bidders to submit questions.

- Bid Management will validate to ensure all mandatory bid items have been completed by Bidder. The system will also check the addenda tab one more time in case a new addendum has been issued and will notify Bidder that their bid will be saved as a draft and redirect the bidder to the addenda tab for acknowledgement.
- The first log-in by potential bidder to the PB System places the vendor on the perspective bidder's list. The system tracks each download, addenda acknowledgement and bid submission.
- Offer an Advanced eBidding for Public Works
- Their contract module allows contracts to be posted for the public
- **Demonstration:**
 - Have a collaborative feature for vendor management where we can invite other agency vendors to register to receive our bids.
 - Can do word searches to look for bids by other agency bids to see how they build out their specs.

Concerns/Answers:

- Limited editing of vendor's profile allowed by County. We have sales representatives leave and the new representative wants to be added in their place.
Per BAFO #2 response and during the Demonstration: In this situation, the vendor has to put in writing their request to PlanetBids. Boone County would not be allowed to make that change. The County prefers the ability to make editing changes.
- Per paragraph 2.2.10., It is still unclear how we'll know if we have bounced back emails when sending out bids.
Demonstration: We do not get bounced back emails (which is UNACCEPTABLE for the County). We have to look to see what vendors have downloaded bids. This creates a problem. As the County's vendor database gets larger, so does incidences where sales representatives change, and their registration is never updated. The County Purchasing staff does have time to contact every bidder that chose not to bid to ask to see if their email is still valid. This is an extremely cumbersome way to maintain a vendor data base, and it's probably why in BAFO #2 response, PlanetBids plans to make a change with that in a newer version sometime later in 2020.
- Attached their own Agreement and some of the terms unacceptable (i.e. laws of the State of California)
- Additional pricing for additional modules like Emergency Operations and Business Certification. PlanetBids' Business Certification layers on additional charges for functionality that is part of Bonfire's vendor registration module at no additional cost. Similar concerns about Advanced Electronic Bidding for Public Works – construction bidding functionality is built into IonWave and BonFire's sourcing modules. Pricing was outlined in BAFO #2 response.

OFFEROR #6: Perfect Commerce LLC

It has been determined that Perfect Commerce LLC has submitted a responsive RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Perfect Commerce LLC has submitted a non-responsive proposal.

Note: Proactis

Implementation - 16 weeks

Located in Newport News, Virginia

Price: \$11,975 through 12/31/20, then \$23,950 per year for next 4 years. (A second option presented made the subscription free of charge if the County piggybacks off the State of MO contract). Includes Vendor Management & Registration, Solicitation Management, Contract Management, Reporting & Analytics, WebProcure Platform. Page 60 proposed an implementation fee of \$22,250.

BAFO #1: \$19,250 annual subscription fee with \$18,450 one-time implementation fee.

Experience/Expertise of Offeror

Strengths:

- Formed in 1996. Providing WebProcure since 2012
- References include the State of Missouri, Office of Administration

Concerns:

Method of Performance

Strengths:

- Vendor self-registration with codes (NIGP one of the choices)
- Applicable certifications, licenses, permits, insurances, or specific information can be requested and uploaded by vendors during the registration process or at the time of a solicitation. (Insurance Certificate E-verify, Debarment, Federal Tax ID).
- Solicitations go to potential matching vendors from other organizations if the County elects to use the global pool, increasing the vendor reach for Boone County (i.e. could select to utilize the State of Missouri vendors).
- The vendor database has 80,000 vendors
- Vendor performance can be scored, then performance ratings viewed from anywhere within WebProcure that contains a hyperlinked vendor title.
- Can create a Bid directly in WebProcure or upload as Word or PDF attachment.

- Templates can be created, or might just have certain parts used as templates or store documents (i.e. Terms and Conditions, Bid Response Instructions)
- The Solicitation Vendor Activity Report shows if a vendor has viewed or responded to a bid.
- Evaluation team can be created then select sourcing documents visible to them. Can create email message that goes to them
- They have a public electronic bid board where our bids can be posted.
- Bids can be converted to contracts through the integrated Contract Management and Order Management modules.
- Have a two-envelope feature which would be good for Request for Qualifications.
- Reminders can be set for any custom type of notification for contract renewals, insurance expiration dates.
- The Master Contract which serves as a pool of qualified vendors who are then allowed to be on subsequent solicitations, SOW could potentially be something Kelly could use for the architects/engineers approved list.

Concerns:

- They submitted their own agreement which will have to be reviewed carefully. There are terms that are unacceptable, for example, indemnification, arbitration, laws of the state of Virginia, press release
- County unable to edit vendor profile if requested by vendor
- We would have to request the list of bounced emails. Would we have to do that with every single bid issued?
- I like the description of the embeddable components that go on our website for a public bid board, but how much time does that require of our IT Department who has made it clear they will not support this project?
- When we generate a contract in their system, can it be uploaded directly into DocuSign for signature?
- The State has been telling us for years we can use them free through their contract, but this has never happened, so we would have to pay the full price. Pricing not competitive with other vendors. Way over budget.

OFFEROR #7: EC Sourcing Group

It has been determined that EC Sourcing Group has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that EC Sourcing Group has submitted a **non-responsive** proposal.

Note:

Implementation: 5-8 weeks

Located in Morristown, NJ

Price: \$4,700 per month with \$3,500 to \$10,000 for one-time implementation fee. Includes E-sourcing, Supplier Management, Contract Management. Following BAFO, E-Sourcing \$2,000, Supplier Management \$1,000, Contract Management \$1,000, User Fees \$700 for a total of \$4,700/month. One-time implementation fee of \$3,500 - \$10,000.

E-Sourcing (\$2,000/month), User Fees (\$700/month) and Supplier Management (\$1,000/month) would be \$44,400 annually.

Experiences/Expertise of Offeror

Strengths:

- Founded in 2001
- They've grown 30% over the past five years

Concerns:

- They have a lot of other industries than just government procurement for sourcing solutions: banks, food companies, healthcare, holding companies, insurance. etc.
- No references provided

Method of Performance

Strengths:

- The County has ability to edit vendor's profile with changes if requested by vendor
- Vendor self-registration with codes (NIGP one of the choices)
- Applicable certifications, licenses, permits, insurances, or specific information can be requested and uploaded by vendors during the registration process or at the time of a solicitation. (Insurance Certificate, E-verify, Debarment, Federal Tax ID).
- Undeliverable emails come directly to our inbox.
- Can tell if a vendor views a bid, has intent to bid, and submits a bid.
- Offer on-line bid conferences

Concerns:

- We have to approve each vendor that registers.
- Only two power users can call them directly with questions for support
- Did not answer question 12.3 to identify if they've lost any clients.
- Do not have access to the vendor database to increase our competition in our bids.
- Pricing not competitive with other vendors. Way over budget.
- Would need E-verify returned if they were awarded a contract.

OFFEROR #8: Cobblestone Software

It has been determined that Cobblestone Software has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Cobblestone Software has submitted a **non-responsive** proposal.

Note:

Implementation: 60-120 days

Located in Lindenwold, NJ

Price: \$37,466.84 (includes \$2,732.44 one-time deployment). Includes

Solicitation/eSourcing Module, Vendor/Client Collaboration Gateway Module

Following BAFO #1, \$32,830.62

Experience/Expertise of Offeror

Strengths:

- Providing eProcurement services since 1995
- 95% client retention rate over one year (although we asked for past two years)
- Provided other public agencies for references, although none from Missouri

Concerns:

Method of Performance

Strengths:

- The County has ability to edit vendor's profile with changes if requested by vendor
- Vendor self-registration with codes (NIGP one of the choices)
- County allowed access to their internal vendor pool and allows bids to be posted publicly to a larger vendor pool, increasing the vendor reach for Boone County.
- The vendor database has 370,000 vendors
- Bounced email notifications will be sent to the County Buyer who issued the bid.
- Cobblestone provides a menu link in their eSourcing Gateway so vendors can request bid bonds from suppliers of Bid Bonds.

Concerns:

- Provided their own Agreement and some terms would be unacceptable (i.e. 8% increase per year, indemnification)
- Paragraph 2.2.7. was requesting information on Bid Tabulations and vendor responded about vendor scoring.

- Our IT Department will be unable to support data migration of vendor database at this time (paragraph 2.9).
- Implementation is 2-4 months. With working at home, we need to be able to accept electronic submission of bids as soon as possible. They do say that shorter time frames can be considered.
- Pricing not competitive with other vendors. Way over budget.

SUMMARY:

The evaluation committee initially met by tele-conference on April 27, 2020. It was decided at this meeting to send a clarification and Best and Final Offer (BAFO) request to each of the 8 Offerors. There was a need for the County to have the Offerors break out their pricing by module to make it easier for the County to compare pricing and determine if our immediate needs could be met given budget considerations.

The second evaluation meeting was May 4, 2020. The evaluation committee decided to short list to those Offerors that were within budget on the Vendor Management and Bid Management modules of their subscription offering: Boufire, Syssoft, Periscope Holdings, IonWave, and PlanetBids met this criterion. Demonstrations were scheduled May 12-15 from these five vendors.

After the demonstrations, the third evaluation meeting was May 15, 2020. At this meeting the evaluators discussed the demonstrations/proposals and decided to not check references on PlanetBids. It was of major concern that Planetbids did not have the ability to easily identify bounced emails from vendors whose emails are no longer valid.

The committee checked references on Bonfire, Syssoft, Periscope Holdings, and IonWave.

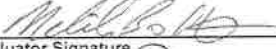

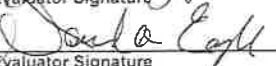
The fourth evaluation meeting was on May 22, 2020. At this meeting, the evaluators scored the short-list of Offerors. The cost points were based on total price for all the vendor's proposed modules over five years.

Recommendation for Award: Ion Wave Technologies

EVALUATION REPORT FORM
 PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
 REQUEST FOR PROPOSAL (RFP) #13-03APR20 - E-Procurement Services
 Robert Wilson

	NAME OF OFFEROR	METHOD OF PERFORMANCE (30 Points)	EXPERIENCE & EXPERTISE (20 points)	TOTAL SUBJECTIVE POINTS (50 points)	For Purchasing Use Only	
					COST POINTS (50 points)	TOTAL POINTS (Max 100 points)
1	Bonfire Interactive Ltd	30	19	49	35	84
2	Ion Wave Technologies, Inc.	28	18	46	40	86
3	Periscope Holdings, Inc.	24	15	39	22	61
4	Planet Bids	18	12	30	21	51
5	Sysoft, A Division of Integratise, Inc.	17	11	28	50	78

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

	5/21/20	Director	Purchasing
Evaluator Signature	Date	Title	Dept.
	5-21-20	Sr. Buyer	Purchasing
Evaluator Signature	Date	Title	Dept.
	5-21-20	PURCHASING ASST.	PURCHASING
Evaluator Signature	Date	Title	Dept.



THIS MASTER LICENSE AND SERVICES AGREEMENT (the "Agreement"), is made and entered into as of this the 9th day of June, 2020 ("Effective Date"), by and between Ion Wave Technologies, Inc., a Missouri corporation having its principal offices located at 3653 South Avenue, Springfield, Missouri 65807 ("IWT") and Boone County, Missouri having its principal offices located at 801 E. Walnut Street, Columbia, MO 65201 ("Client").

WHEREAS, IWT is engaged in the business of the development, marketing, and support of Internet based software of all types.

NOW THEREFORE, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Software Licensing and Use

- 1.1 License Grant. In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in any Exhibit A, IWT hereby grants to Client and Client accepts from IWT a non-exclusive, non-transferable license to use the IWT products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to IWT.
- 1.2 Access. Access to and usage of the Licensed Products shall be limited to Client's internal business purposes, specifically defined as the operation of Client's purchasing department. Access to the Licensed Products shall be limited to the Client end user community, as defined in Exhibit A. Unless specified in Exhibit A, Client will not permit others, including but not limited to subsidiaries, affiliates, and contractors, to access or use the Licensed Products, nor will Client use the Licensed Products on their behalf.
- 1.3 Use Limits. Client is prohibited from performing any load testing against IWT's hosted production environments, without the prior express written permission of IWT. Client is prohibited from reverse engineering, decompiling, and disassembling the Licensed Products.
- 1.4 Work Products. Any Work Products, as defined below, that are software, shall be subject to the same license limitations of this Agreement and any additional limitations as set forth in any Exhibit hereto.
- 1.5 Rent, Lease, and Sublicense Restrictions. Client shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer the Client's right to use and possess the Licensed Products, in whole or part.
- 1.6 Copies and Proprietary Notices. Any Licensed Products, together with any accompanying technical or system documentation that is delivered to Client pursuant to this Agreement shall not be copied, except that one (1) copy may be made for backup or archival purposes, provided any such copy is clearly marked as proprietary to IWT, licensed to Client, and contains IWT's proprietary notices. Client shall be permitted to make additional copies of documentation specifically designated for training of end users. Client shall not remove any proprietary notices or labels on the Licensed Products or its documentation.
- 1.7 Violation. Violation of any provision of this Section 1 shall breach the Agreement and be the basis for immediate termination of this Agreement and the corresponding license grant to the Licensed Products with no refund to Client of fees paid to IWT.

2. Maintenance and Support

- 2.1 Support Services. Subject to the payment of the applicable licensing and support fees as set forth in Exhibit A, IWT shall provide Client with the maintenance and support services as set forth in Exhibit B of this Agreement ("Support Services") for the Licensed Products. Exhibit B may be updated from time to time at IWT's sole discretion, provided said updates do not materially diminish the Support Services provided to Client without Client's consent.
- 2.2 Payment and Term. Provided that this Agreement and the license for the applications which the Support Services are to be performed has not been terminated, IWT will provide Support Services as specified in Exhibit B of this Agreement for the support fees indicated in Exhibit A. In the event (i) IWT has not received payment for the next annual period's applicable license or support fees, prior to the last day of the current term; and/or (ii) this Agreement and/or the license is no longer in effect, Support Services shall be discontinued.
- 2.3 On-Site Services. Support Services do not include any on-site services. At Client's request, IWT may provide technical, operational or other assistance or consulting in excess of the standard Support Services at IWT's standard hourly rate then in effect.

3. Professional Services

- 3.1 Professional Services. IWT shall provide Client with professional consulting services as described in the Statements of Work ("SOW") to be attached as Exhibit C hereto ("Professional Services"), which SOW by its express terms shall amend this Agreement. Any additional services beyond those described in any Exhibit C shall be at the mutual, written agreement of the parties.
- 3.2 Client Obligations. In order to facilitate the provision of the Professional Services by IWT, Client shall have installed the recommended hardware and software and will have completed the required preparatory work described in the Exhibit(s) attached hereto.

- 3.3 Contact Person. Each party will appoint in writing, in the applicable Exhibit, an employee or agent of such party to act as the "Contact Person" for all communications between the parties related to the Professional Services. Each party may change its Contact Person upon written notice to the other.

4 Proprietary Rights

- 4.1 Ownership. Client acknowledges and agrees that, as between Client and IWT, IWT is the sole and exclusive owner of all right, title and interest in and to the Licensed Products, as well as all alterations, modifications, additions, and derivative works made with respect to the Licensed Products and all work products produced from the Professional Services performed under the SOW ("Work Products"). Except as expressly permitted or required hereby: (i) Client shall have no right or license to the Licensed Products or Work Products; and (ii) Client shall not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Licensed Products or Work Products.
- 4.2 License Rights. Nothing in this Agreement or any Exhibit hereto shall in anyway enlarge or extend Client's license rights in the Licensed Products, with respect to the materials that IWT delivers to Client pursuant to any SOW.
- 4.3 Client Data. Any client data and any materials or equipment furnished to IWT by Client in connection with any of the Professional Services provided under an Exhibit shall be deemed proprietary to Client.
- 4.4 Trademarks. All trademarks, service marks, trade names and logos of IWT appearing on or within the Licensed Products or Work Products used in connection with the Support Services or the Professional Services provided by IWT are the property of IWT and Client shall not use them without IWT's prior written approval.

5 Fees and Payment Terms

- 5.1 Fees. Client will pay IWT the fees as set forth in the Exhibits. Except for initial payments, which payments, unless provided otherwise, shall be due and payable upon the execution of this Agreement and any Exhibit hereto, IWT will submit to Client an invoice for the amounts due. Unless provided otherwise, all invoices submitted by IWT shall be due and payable in full, without reduction for any offset, withholding or other claims, within thirty (30) days of the date thereof. Any amounts payable to IWT hereunder, which are not paid when due, shall thereafter bear interest at the rate of three-quarters of one percent (0.75%) per month or the maximum amount permitted by applicable law, whichever is less.
- 5.2 Taxes. Fees do not include any taxes. Client is exempt by law from payment of State and Local Sales Tax and Federal Excise Tax. In the event that taxes are assessed by any governmental body on any deliverable provided under this Agreement, in which Client is not exempted from paying, IWT shall have the option to terminate the Agreement in lieu of assessment of the taxes against IWT. Provided however, that Client shall have the option to pay IWT all such tax amounts which have been properly invoiced, at Client's discretion, to avoid termination of this Agreement. Client shall provide IWT with a valid tax exemption certificate upon request.
- 5.3 Travel Expenses. Unless otherwise specified in the Exhibits, IWT shall be reimbursed by Client for all reasonable travel and living expenses and travel time that are mutually agreed upon by Client and IWT in writing prior to incurring any expenses. IWT shall invoice Client for such actual expenses monthly or on such other schedule at IWT's sole discretion.
- 5.4 Non-Payment. As opposed to exercising its right to terminate an Exhibit or this Agreement in its entirety, IWT may, at IWT's sole discretion, suspend performance of any obligations under the applicable Exhibit for nonpayment, but only until such time as payment is made.
- 5.5 Currency. All fees are stated in US dollars and are payable in US currency.
- 5.6 Invoices. All invoices to Client shall be emailed or mailed to the following address, which may be changed from time to time, provided Client provides IWT with written notice of such change:
Boone County Purchasing
613 E Ash Street
Columbia, MO 65201
Email: mbobbitt@boonecountymo.org

6 Term and Termination

- 6.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and will run for the periods as indicated in the Exhibits.
- 6.2 Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to IWT or destroy all copies of the Licensed Products, together with all documentation and any other IWT proprietary information in its possession. Furthermore, Client shall provide IWT a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to IWT or destroyed in accordance with this Agreement.
- 6.3 Effects of Termination. Upon termination or expiration of this Agreement for reasons other than the breach of this Agreement: (i) all use and access to products licensed on a term basis shall cease and Client shall immediately return to IWT or destroy all copies of the term licensed products, together with all documentation and any other IWT proprietary information in its possession. Client shall provide IWT a certification from an officer of Client that all term licensed products and all associated documentation, have been returned to IWT or destroyed in accordance with this Agreement. (ii) all use and access to products licensed on a perpetual basis shall continue, subject to the terms of this Agreement and any Exhibits, including but not limited to, the provisions for access and use of the Licensed Products (Section 1), Proprietary Rights (Section 4), Warranties and Indemnification (Section 7), and Confidentiality (Section 8). Upon termination or expiration of this Agreement, all Support Services and Professional Services as discussed in this Agreement or any Exhibits will cease.

7 Warranties, Indemnity, and Limitations

- 7.1 Licensed Products Warranty. IWT warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which are provided for herein. IWT represents that for the entire term covered by the Support Services ("Warranty Period") that the Licensed Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. IWT does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free. In the event that Client does not pay the required Support Services fees or this Agreement is terminated, Client agrees that all warranty provisions and associated remedies shall be terminated.
- 7.2 Limitations of Warranty. IWT's warranties in this Section 7 shall only apply to the IWT Products developed by IWT or its affiliates. All other Licensed Products shall be provided by IWT "AS IS." Notwithstanding anything to the contrary in this Section 7.2, IWT shall assign to Client any warranty granted by the supplying party for the Licensed Products, to the extent of IWT's right to do so.
- 7.3 Remedy. During the Warranty Period, IWT's entire liability and Client's sole remedy for any reproducible, substantive error(s) in the unmodified IWT Application as reported in writing by Client shall be that IWT, at its option, will use its reasonable good faith efforts to correct the error(s), or, upon return of the Licensed Product and accompanying documentation to IWT, terminate this Agreement or the applicable license to the Licensed Product, as the case may be, and refund to Client a sum equal to a portion of the license fees paid, prorated on a monthly basis for the period in which the application was rendered unusable, for the Licensed Product for which the license is terminated.
- 7.4 Services Warranty. IWT represents and warrants that it is experienced in providing the Professional Services and Support Services described herein and further warrants that it will perform the Professional Services and Support Services in a good, workmanlike, and professional manner. Client's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge.
- 7.5 Disclaimer. In no event will IWT be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Products, Professional Services and/or Support Services provided to Client under this Agreement as applicable, whether arising in contract or tortious conduct, or any other legal theory, including negligence, or whether arising from mistakes, omissions, interruptions deletion of files, errors, defects, viruses or other malicious code, delays in operation of transmission, or the use or performances of a Work Product, or the delay or failure of performance the Professional and/or Support Services provided under this Agreement, even if IWT has been advised of the possibility of such damages.
- 7.6 Client Responsibility. Client acknowledges and agrees they bear all liability for their end users' activity on IWT's systems. Client represents and warrants that any data loaded into IWT's systems by Client's end users will not infringe the intellectual property rights of any third party. Client acknowledges that IWT may, in appropriate circumstances and at its discretion, disable Client's access or terminate this Agreement for violations of this provision. Client will be solely responsible for bearing any and all costs of obtaining any required third-party licenses for data loaded into IWT's systems by Client's end users.
- 7.7 Limited Warranty. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY IWT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IWT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND IWT HEREBY DISCLAIMS THE SAME.
- 7.8 Exception to Warranty. IWT'S WARRANTY OBLIGATIONS SHALL NOT APPLY IF THE LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS FUNCTIONAL SPECIFICATIONS IS CAUSED BY: (I) THIRD PARTY SOFTWARE LICENSED BY CLIENT; (II) CLIENT'S USE OF OR ACCESS TO THE LICENSED PRODUCTS OTHER THAN AS INTENDED OR IN VIOLATION OF THIS AGREEMENT; OR (III) UNAUTHORIZED MODIFICATIONS MADE TO THE IWT LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT BY CLIENT.
- 7.9 Limitation of Liability. IN NO EVENT WILL IWT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL IWT BE LIABLE FOR ANY CLAIM BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

8 Confidentiality

- 8.1 Obligations. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement or for a period of five (5) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.

8.2 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information.

9 Miscellaneous

- 9.1 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Without limiting the generality of the foregoing, IWT shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement or which is a suspension of services for Client's failure to pay.
- 9.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, IWT may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles.
- 9.4 Exhibits. Each Exhibit to this Agreement shall incorporate the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control unless an Exhibit expressly provides otherwise. Additional Exhibits added to this Agreement from time to time by the mutual written agreement of the parties shall be numbered sequentially under the letters of the respective Exhibit title (e.g. Exhibit A Licensed Products shall be A-1, A-2, etc.) and each shall be in addition to the previous Exhibit.
- 9.5 Records & Audits. IWT, its agents or representatives, shall have the right to conduct a technical audit of Client's records, for the express purpose of determining whether Client is in compliance with the terms of this Agreement. Should IWT find that Client is not in compliance, Client shall pay the additional damages as may be due plus a five percent (5%) penalty.
- 9.6 Independent Contractor. IWT is an independent contractor and, except as specifically contemplated in any Exhibit to this Agreement, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. IWT will perform the Services under the general direction of Client, but IWT will determine, in IWT's sole discretion, the manner and means by which the Services are accomplished. Client has no right or authority to control the manner or means by which the Services are accomplished.
- 9.7 Waiver. No delay or omission by either party to exercise any right or power unless in writing and signed by the party waiving rights it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 9.8 Notices. Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

If to IWT:

Ion Wave Technologies, Inc.
3653 South Avenue
Springfield, Missouri 65807
Phone: 417-823-7773
Fax: 417-823-7778

If to Client:

Boone County, Missouri
613 E. Ash Street
Columbia, MO 65201
Phone: 573-886-4391 Fax: 573-886-4390

- 9.9 Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion or damages or other remedies are intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed its essential purpose, all limitations of liability and exclusions of damages or other remedies shall remain in effect.
- 9.10 Non-Solicitation. IWT and Client agree that the employees of IWT and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, IWT and Client each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written

- consent of the other party. Upon breach of this provision, the breaching party agrees to pay the other two times the yearly compensation of the affected employee. This remedy provided in this paragraph shall be the only monetary remedy for breach of the terms of this paragraph. Neither party is prevented from seeking equitable relief for breach of this paragraph.
- 9.11 Survival. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 9.12 Entire Agreement and Amendment. This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by IWT, shall be deemed to modify any terms of this Agreement, unless IWT has expressly stated in writing its intent to do so.
- 9.13 Client RFP Compliance. IWT agrees that the Licensed Products and Professional Services implemented for Client as part of the work under this Agreement will materially comply with the proposal submitted to Client as part of Client's RFP #13-03APR30, E-Procurement Services. Client acknowledges that IWT's Licensed Products undergo ongoing changes as part of a standard enhancement process and Client agrees that any such reasonable changes during the term of this Agreement will not be grounds for breach as long as the Licensed Products provide substantially the same functionality as that originally detailed in IWT's proposal.
- 9.14 Compliance with Laws. IWT agrees to comply with applicable law, including both Federal law and the laws governing IWT as a Missouri corporation.

Exhibit A Licensed Products

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The license grant shall be the Effective Date of this agreement through December 31, 2020, with usage limited to Client employees.
 - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules, the Bid Evaluation Scoring Module, and the Contract Management Module.
 - The Reverse Auction module, the Collaboration/Workflow module, IWT's Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
 - (i) Support and Maintenance:
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the license period, including any exercised optional renewals thereof, at no additional cost to Client.
3. **Payment.** Payment for the license fees shall be due as follows:
 - (i) \$6,000 License Fees due upon execution of this agreement for the service period from the Effective Date to 12/31/2020.
4. **Optional Renewals.** The services and products related to this Agreement are proprietary in nature. Client shall have the right to annually renew this Agreement for up to four additional annual periods, subject to approval by IWT. Renewals shall be contingent upon each of the following: (1) satisfactory performance of IWT's services/products; and (2) subject to the availability of funds; and (3) subject to the mutual consent of each party to renew. Either party may terminate the agreement by written notification of its intent not to renew no later than 90 days prior to an anniversary date as described herein. Payment for such annual renewals shall be due in full on the anniversary of this Agreement as outlined below:
5. **Renewal License Grant.** If renewed, IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The license grant shall be for a one (1) year period starting upon the January 1, 2021, renewal of this Agreement, with usage limited to Client employees. The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules.
 - Client may optionally add the Bid Evaluation Scoring Module to the license grant.
 - Client may optionally add the Contract Management Module to the license grant.

- The Reverse Auction module, the Collaboration/Workflow module, IWT's Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
- The cost of the license shall be paid annually as outlined in the payment section below.

Renewal Payments:

- (ii) If renewed, \$ 9,000 Annual License Fees due January 1, 2021 for the service period 01/01/2021 to 12/31/2021.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (iii) If renewed, \$10,000 Annual License Fees due January 1, 2022 for the service period 01/01/2022 to 12/31/2022.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (iv) If renewed, \$11,000 Annual License Fees due January 1, 2023 for the service period 01/01/2023 to 12/31/2023.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (v) If renewed, \$12,000 Annual License Fees due January 1, 2024 for the service period 01/01/2024 to 12/31/2024.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.

**Exhibit B
Support Services**

1. IWT shall (a) use commercially reasonable efforts to provide Client with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at IWT's discretion, from the hours of 8:00 a.m. to 6:00 p.m. Central Time Monday through Friday (excluding IWT Holidays, which typically consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the IWT Products ("Client Contact") and to one (1) designated, authorized, qualified, and trained user of the IWT Products designated as Client Contact's backup ("Backup Client Contact") (collectively referred to as "Client Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the IWT Products to substantially perform in accordance with and as specified in the accompanying documentation.
2. IWT shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that IWT categorizes as: (i) "Level 1 Catastrophic" within eight (8) business hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the IWT Products are partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established; (ii) "Level 2 High Impact" within the next scheduled production release of the IWT Products or within one hundred-twenty (120) days from the date error was logged with IWT, whichever shall first occur. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Level 3 Non-Critical," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Products. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Client and IWT to be minor and result in a mutually acceptable disruption to Client's workflow process; and (iv) "Level 4 Cosmetic," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Application, at IWT's sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.
3. IWT shall provide all extensions, enhancements, and other changes, which are logical improvements to an IWT Product and to which IWT makes generally available on a commercial basis, without charge, to any other licensee of the IWT Product ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to an IWT Product nor do they include any Professional Services Fees that may be required for implementation.
4. IWT shall have no obligation to provide Support Services except to Client Support Contact and only with respect to the unmodified Supported Releases. When an IWT Product is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, IWT is not responsible for providing Support Services for these other products, or for ensuring correct interoperability with these products.
5. Client shall use commercially reasonable efforts to assist IWT in reproducing the specific situation in which an IWT Product, standing alone, demonstrates a failure to substantially conform in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Client Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting IWT for assistance.

Hosting Services

1. IWT shall use commercially reasonable efforts to make all hosted IWT Products available to Client for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any

- unavailability that; (i) lasts less than fifteen (15) minutes; (ii) results from regularly scheduled IWT maintenance; (iii) results from failure of Client's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of IWT; or (v) is beyond the reasonable control of IWT ("Service Availability").
2. Data Backup. In recognition that IWT's provision of the hosted IWT Products may be interrupted as a result of an act of God, events beyond the reasonable control of IWT, errors by IWT's staff, or a defect in the IWT Products, IWT agrees to maintain a commercially reasonable backup plan for the IWT Hosted Products and Client's data, whereby IWT can execute a recovery of the hosted IWT Products and Client's data as a result of such interruption.

Exhibit C Statement of Work ("SOW")

1. Introduction

Client seeks to implement the IWT Sourcing and Contract Management applications (the "Solution"). The primary objective of the project is to configure and implement the Solution for the Client. This will be done in a way that utilizes the standard features of the Solution and is based on the Solution standard configurations.

This SOW describes the scope of services and the services investment necessary to complete the Solution implementation project. IWT Professional Services will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

2. Summary of IWT Responsibilities

The following major activities are included in the scope of this project and will be performed by IWT:

- (i) Coordinate and lead all meetings, workshops, and training sessions.
- (ii) Provide training to Client end users in Client's desired format:
 - a. Web-based. Provide up to five (5) web-based training sessions to Client users. **-OR-**
 - b. On-site Training. If included, provide up to four (4), two-hour, on-site training sessions to Client users over a two consecutive-day period for the additional fees detailed below.
- (iii) Conduct lecture style training including a solution overview.
- (iv) Provide training program documentation to the Client.
- (v) Provide "hands-on" training activities to Client attendees.
- (vi) Review Client attendee "hands-on" training activities.
- (vii) Consult Client on various Solution use options.
- (viii) Provide project management, including coordination and management activities, issue tracking, and weekly status reporting to Client.
- (ix) Coordinate Client acceptance testing.
- (x) Provide issue resolution according to the severity levels and response times as outlined in the Agreement.

3. Summary of Client Responsibilities

Client agrees to undertake at its sole expense, the following responsibilities:

- (i) Assignment of an internal dedicated project manager to manage the Solution and its implementation.
- (ii) Coordinate internal participation in project related meetings.
- (iii) Provide materials and facilities for project related activities, including Internet-capable machines for training sessions.
- (iv) Purchase, install, and validate any third-party software required.
- (v) Develop and implement test scripts for acceptance of the Solution.
- (vi) Plan, coordinate, and participate in training sessions and complete all training assignments.
- (vii) Plan and direct the production deployment (Go-live).

4. Technical Requirements

Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

- (i) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. IWT will provide its minimum browser requirements during the Workshops.
- (ii) Commodity Code. Client will be responsible for procurement and licensing of any desired proprietary commodity code structure(s).
- (iii) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system.
- (iv) IWT may modify any of the above hardware and software requirements from time to time, upon ninety (90) days written notice to Client.

5. Project Organization and Operating Procedures

- (i) Project Organization. Client and IWT agree to assign dedicated staff to perform their respective project activities.
- (ii) Change Control Process. IWT projects follow a standard change control process. If during the course of a project, a scope change is identified, then the IWT project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the IWT project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the IWT project manager and the Client project manager.
- (iii) Acceptance Process. Client will review any Work Product requiring explicit acceptance within five (5) business days of delivery and will document required adjustments. If IWT does not receive notice within the defined five-day period, each Work Product will be considered accepted. Within five (5) days, IWT will provide a revised Work Product that incorporates the agreed adjustments. In the event that Client does not accept the revised Work Product, the parties may agree to repeat this review and acceptance process one additional time. If disputes remain after repeating the acceptance process, the project team will refer these to IWT's and the Client's executive teams for resolution.
- (iv) Work Location. Unless otherwise specified, Client and IWT will perform all work at their respective locations. If included, On-Site Training will be held at the Client's training facilities.

6. Project Investment

Project Payment Schedule

Payment Item	Amount	Payment Schedule
Implementation Services Mobilization Fee	\$0	
Implementation Services Go-Live Fee	\$0	
Web-Based Training Services	\$0	
Contract Data Import Services	Not Included	
On-Site Training Services	Not Included	
Total Services	\$0	
Travel and Administrative Expenses Estimate	-0-	No travel is expected for this engagement.

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

ION WAVE TECHNOLOGIES, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Darren Henderson
A3C6BD7C00C7461...
 Title CEO

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
 County Counselor

DocuSigned by:
Brianna L. Lennon by M.T.
 County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: <u>[Signature]</u> Signature	6/1/2020 Date	1170-70100 / \$6,000 Appropriation Account
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of

June

20 20


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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the TIPS Cooperative Term and Supply Contract 200203 with American Digital Security, LLC of Kansas City, Missouri by the Information Technology Department for Security Systems Products and Services.

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

Done this 9th day of June 2020.

ATTEST:

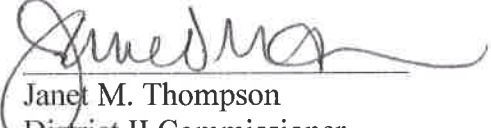

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 2, 2020
RE: Cooperative Contract: 200203 – *Security Systems Products and Services*

Information Technology requests permission to utilize the TIPS cooperative term and supply contract 200203 with American Digital Security, LLC of Kansas City, Missouri to provide Security Systems Products and Services on an as needed basis. This is a Term and Supply contract for our Information Technology department.

The initial contract period is May 1, 2020 through April 30, 2023 and has one additional one-year renewal period.

cc: Aron Gish, Trevor Bulgin, IT
Contract File

**PURCHASE AGREEMENT
SECURITY SYSTEMS PRODUCTS AND SERVICES**

THIS AGREEMENT dated the 9th day of June 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **American Digital Security, LLC**, herein "Vendor"

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for furnishing, delivery, installation and warranty of **Security Systems Products and Services**, in compliance with all bid specifications and any addendum issued for The Interlocal Purchasing System (TIPS) contract number **200203**, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Prevailing Wage Order #26, Affidavit of Compliance with OSHA, and Affidavit of Compliance with Prevailing Wage Law. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the TIPS contract number **200203** shall prevail and control over the vendor's bid response.

2. Purchase - The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **Security Systems Products and Services**. Equipment, accessories, software and warranty shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County. Labor for installation services shall be paid as follows:

- a) For non-prevailing wage work, ADS labor fees are \$105 per hour.
- b) For prevailing-wage work:
 1. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
 2. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 3. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

If project is Prevailing Wage, Vendor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintain on file with the Boone County Purchasing Department. For the original contract period, that determination is **Annual Wage Order #26**, which is incorporated herein by reference. The Vendor further agrees that, in accordance with Missouri law, it shall forfeit as a penalty the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done by the Vendor pursuant to the provisions of RSMo Sec. 290.250. The Vendor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo, and the rules and regulations issued thereunder, and that any penalties assessed may be withheld from sums due the Vendor by the County.

3. Purchase Order(s) – Vendor will provide a written, firm quote for each project requested by the County. A Purchase Order will be issued by County to Vendor. County will email Purchase Order to TIPS at tipspo@tips-usa.com to verify correct price quote.

- Vendor delivers goods/services directly to County.

- Vendor invoices County directly.
- Vendor receives payment directly from County.

4. **Pricing** – The vendor agrees to provide pricing to TIPS and it’s participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher’s direct cost to the Vendor. Price increases will be honored, although quotes to County must be held firm for 30 days. In addition, new items may be added to the equipment list. Any revised price list shall be e-mailed to the Boone County Purchasing Department: mbobbitt@boonecountymo.org.

5. **Warranty** – Manufacturer’s standard warranty will apply.

6. **Contract Duration** - This agreement shall commence on **May 1, 2020 and extend through April 30, 2023** subject to the provisions for termination specified below. **The contract may be renewed for one additional one-year period.** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

7. **Delivery - FOB Destination:** All quotes provided to County shall include a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0.00”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the County with no markup.

All deliveries shall be made FOB Destination. Vendor agrees to coordinate delivery of equipment and service with the Boone County representative. The Vendor shall ship ordered products within five (5) working days after receipt of order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the County as to why the product has not shipped and shall provide an estimated shipping date. The County may cancel the order if estimated shipping time is not acceptable.

8. **OSHA Training - OSHA Program Requirements** - The Vendor is familiar with the requirements of 292.675 RSMo. The Vendor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Vendor on-site which meets the requirements of 292.675 RSMo. The Vendor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. The Vendor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Vendor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Vendor.

9. **Transient Employers** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

10. Overhead Line Protection - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

11. Criminal Background Verification - Boone County may require all employees of all Contractors be subjected to a fingerprint based Criminal Background Check. The Background Check for all Contractors' employees will be administered by the Boone County Sheriff Department. Contractors can also utilize the Missouri State Highway Patrol's procedure for law enforcement/CJIS Vendor background checks. Each Contractor MUST fill out an Identification Application for each employee when requested. An identification badge will be issued to each Contractor employee authorized to access the site of the work.

12. Employment of Unauthorized Aliens Prohibited –

- (a) Vendor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Vendor 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 Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor 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. Vendor shall also require each subcontractor to provide Vendor 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.

13. Bonds - If Vendor's quote response for any project is \$50,000 or greater, the following bonds are required:

Performance Bond and Labor and Material Payment Bond: Upon award of the quote, the Vendor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Purchase Order price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

The actual cost of the bond will be a pass through to the County and may be added to the quote.

14. Billing and Payment - All billing shall be invoiced to the department/address on the Purchase Order and billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications unless specified in contract. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

15. 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.

16. 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 by a signed writing executed with the same formality as this agreement.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission 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.

AMERICAN DIGITAL SECURITY, LLC

DocuSigned by:
 by William C. Mason Jr.
 DB2DA28B8D0C4EA...

title Owner/Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
Daniel K. Atwill
 BA4B934CED6E4EB...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 7D71DEAEB9D74DD

County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
 7D82DA986BF6495

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 the contract do not create in a measurable county obligation at this time.)

DocuSigned by: <u>[Signature]</u> E0D08ADB184244D	6/3/2020	Term & Supply / IT
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Vendor'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 Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The Vendor 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.

Insurance Requirements: The Vendor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Vendor allow any subVendor to commence work on their subcontract until all similar insurance required of subVendor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Vendor shall take out and maintain during the life of this 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 Vendor shall require the subVendor 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 Vendor. 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 this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Vendor shall provide and shall cause each subVendor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Vendor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subVendor performing work covered by this 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 this contract, whether such operations be by themselves or for any subVendor 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.

The Vendor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Vendor 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 Vendor in fulfilling the terms of this 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.

COMMERCIAL Automobile Liability – The Vendor shall maintain during the life of this 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 Vendor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Vendor shall furnish the County with Certificate(s) of Insurance which name the County as 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.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Vendor 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 Vendor, 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 Vendor or its

subcontractor may be liable, in connection with providing these services. This provision does not, however, require Vendor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)
 State of _____)ss
)

My name is _____. I am an authorized agent of _____
 _____ (Company). I am aware of the requirements for OSHA training set out in §292.675
 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been
 fully satisfied and there has been no exception to the full and complete compliance with said provisions relating
 to the required OSHA training for all those who performed services on this public works contract for Boone
 County, Missouri.

NAME OF PROJECT: _____

_____ Date

_____ Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

_____ Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to
 the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec.
 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

Melinda Bobbitt

From: Buddy Mason <buddy@securitybyads.com>
Sent: Tuesday, June 2, 2020 2:42 PM
To: Melinda Bobbitt
Subject: RE: 200203 - Security Systems contract

Melinda our standard labor rate is \$105 and yes you are correct on the new wage order under 75K. Our prevailing wage rate \$125 per hour for your reference.

Buddy Mason
Vice President/Founder

(o) 816.415.4237

(c) 816.694.9804

[Click Here to Schedule a Meeting](#)

[Sign up for our monthly newsletter!](#)

Buddy@securitybyads.com | www.securitybyads.com

140 Westwoods Drive | Liberty Mo 64068



Division of The Kincaid Group

family | safety | service | respect

From: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Sent: Tuesday, June 2, 2020 2:39 PM
To: Buddy Mason <buddy@securitybyads.com>
Subject: RE: 200203 - Security Systems contract

Mr. Mason:

We layer our Contract Agreement over the cooperative. Last time, I had a line that said “for non-prevailing wage work, ADS labor fees are \$95 per hour”. I don’t know where I got that \$95/hour. Is that still the same?

TIPS VENDOR AGREEMENT

Between American Digital Security and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200203 Security Systems Products and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized

signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-

compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200203 Security Systems Products and Services

Company Name American Digital Security LLC

Address 140 Westwoods Dr.

City Liberty State Mo Zip 64068

Phone 816.415.4237 Fax 816.415.4355

Email of Authorized Representative Buddy@securitybyads.com

Name of Authorized Representative William C. Mason Jr

Title Vice President/Managing Partner

Signature of Authorized Representative 

Date 2/15/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200203 Addendum 2

American Digital Security Supplier Response

Event Information

Number: 200203 Addendum 2
Title: Security Systems Products and Services
Type: Request for Proposal
Issue Date: 2/6/2020
Deadline: 3/30/2020 03:00 PM (CT)

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

American Digital Security Information

Address: 140 Westwoods Dr.
Liberty, MO 64068
Phone: (816) 415-4237
Fax: (816) 415-4355
Toll Free: (888) 833-4237

By submitting your response, you certify that you are authorized to represent and bind your company.

William C Mason Jr

Signature

Submitted at 2/15/2020 3:54:30 PM

buddy@securitybyads.com

Email

Requested Attachments

Vendor Agreement

200203_Vendor_Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

TIPS Vendor Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200203_Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200203_Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

ADS Reference sheet 2020.docx

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

ADS Overview Flyer.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks *ADS Logo.jpg*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM_rev111819RP.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2	<p>Yes - No</p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp</p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="No"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="Kansas, Missouri, Iowa, Nebraska"/></p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="We specialize in the design, system installation, and service of video surveillance, building access control, visitor management, emergency active shooter notification, door intercom systems, and intrusion detection systems, as well as threat assessment."/></p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p><input type="text" value="BUDDY MASON"/></p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p><input type="text" value="Vice President"/></p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p><input type="text" value="buddy@securitybyads.com"/></p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="8164154237"/></p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="8164154355"/></p>

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8166949804"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Tabitha Logan"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Accounting Manager"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="tabitha@securitybyads.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8168832755"/>
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1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8164154355"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Tabitha Logan"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="tabitha@securitybyads.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8168832755"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Tabitha Logan"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email sales@securitybyads.com
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8164154237
2 4	Company Website Company Website (Format - www.company.com) http://www.securitybyads.com
2 5	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 753030695
2 6	Primary Address Primary Address 140 WESTWOODS DR.
2 7	Primary Address City Primary Address City LIBERTY
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) MO
2 9	Primary Address Zip Primary Address Zip 64068
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) Security products, security cameras, IP cameras, Megapixel cameras, access control, card access, card reader, paging, ip speakers, Avigilon, DMP, Alarms, Alarm, emergency notification, visitor management,

3 1	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?</p> <p><input type="text" value="Yes"/></p>
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3 2	<p>Yes - No</p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p> <p>This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.</p> <p><input type="text" value="No"/></p>
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3 3	<p>Company Residence (City)</p> <p>Vendor's principal place of business is in the city of?</p> <p><input type="text" value="LIBERTY"/></p>
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3 4	<p>Company Residence (State)</p> <p>Vendor's principal place of business is in the state of?</p> <p><input type="text" value="MO"/></p>
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35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

37 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

38 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

39 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4 0	<p>Resellers:</p> <p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p> <p><input type="text" value="No"/></p>
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4 1	<p>Pricing discount percentage are guaranteed for?</p> <p>Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?</p> <p><input type="text" value="YES"/></p>
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4 2	<p>Right of Refusal</p> <p>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</p> <p><input type="text" value="No"/></p>
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4 3	<p>NON-COLLUSIVE BIDDING CERTIFICATE</p> <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>
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**4
4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

**4
5 Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4
6 Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

**4
7 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**4
8 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**4
9****Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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," "participants," "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 form 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 2	<p>2 CFR PART 200 Contract Provisions Explanation</p> <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>
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5 3	<p>2 CFR PART 200 Contracts</p> <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> <p>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> <p><input type="checkbox"/> Yes</p>
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5 4	<p>2 CFR PART 200 Termination</p> <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> <p><input type="checkbox"/> Yes</p>
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5 5	<p>2 CFR PART 200 Clean Air Act</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes"/></p>
5 6	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes"/></p>
5 7	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> <p><input type="text" value="Yes"/></p>

5
8**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

5
9**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6
0**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
1 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

**6
3 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**6
4 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6
5 Remedies Explanation of No Answer**

66	<p>Choice of Law</p> <p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Agreed"/></p>
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67	<p>Venue, Jurisdiction and Service of Process</p> <p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Agreed"/></p>
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68	<p>Infringement(s)</p> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Yes, I Agree"/></p>
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69	<p>Infringement(s) Explanation of No Answer</p> <p><input type="text" value="No response"/></p>
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70	<p>Contract Governance</p> <p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p> <p><input type="text" value="Yes"/></p>
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7
1 **Payment Terms and Funding Out Clause****Payment Terms:**

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

7
2 **Insurance and Fingerprint Requirements Information**Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017****4**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form****5**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

NO

7 6	<p>Logos and other company marks</p> <p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)
7 7	<p>Solicitation Deviation/Compliance</p> <p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p> <p><input type="text" value="Yes"/></p>
7 8	<p>Solicitation Exceptions/Deviations Explanation</p> <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> <p><input type="text" value="No response"/></p>
7 9	<p>Agreement Deviation/Compliance</p> <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p><input type="text" value="Yes"/></p>
8 0	<p>Agreement Exceptions/Deviations Explanation</p> <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> <p><input type="text" value="No response"/></p>

**8
1** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**8
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8
4** **Required Confidentiality Claim Form****Required Confidentiality Claim Form**

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

8 5	<p>Choice of Law clauses with TIPS Members</p> <p>If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.</p> <p><input type="text" value="Agreed"/></p>
8 6	<p>Venue of dispute resolution with a TIPS Member</p> <p>In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.</p> <p><input type="text" value="Agreed"/></p>
8 7	<p>Automatic renewal of contracts or agreements with TIPS or a TIPS member entity</p> <p>This clause DOES NOT prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.</p> <p><input type="text" value="Agreed"/></p>
8 8	<p>Indemnity Limitation with TIPS Members</p> <p>Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents OR by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".</p> <p>Agreement is a required condition to award of a contract resulting from this Solicitation.</p> <p><input type="text" value="Agreed"/></p>
8 9	<p>Arbitration Clauses</p> <p>Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?</p> <p><input type="text" value="Agreed"/></p>
9 0	<p>Required Vendor Sales Reporting</p> <p>By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.</p>

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Boone County - All County Buildings	Trevor Bulgin	tbulgin@boonecountymo.org	573.239.8759
Sporting KC - Children's Mercy Park	Andrew Maxwell	amaxwell@sportingkc.com	913.387.3400
Blue Valley School District	Mark Dziejdzic	madziejdzic@bluevalleyk12.org	913.239.4122
Grain Valley R-5 School District	Gary Goetz	ggoetz@gvr5.net	816.392.0405
Kansas City Kansas Public School Distric	Jason Codding	jason.codding@kckps.org	913.568.3739
North Kansas City School District	Rob McLees	robert.m@nkcschools.org	816.977.8120
Kansas City Missouri Public School District	Marcus Harris	maharris@kcmsd.net	816.564.1238
Olathe School District	Ron Wagner	rwagner@olatheschools.org	913.915.8923
Liberty School District	Curt Laven	curt.laven@lps53.org	816.522.0752
Arrowhead Stadium	Colby Harrison	charrison@chiefs.nfl.com	816.920.4209
TIFEC (The Illig Family Enterprise Company)	Corey Owen	corey@tifec.com	913.693.8270
Grandview School District	Elonia Norwood	elonia.norwood@grandviewc4.net	816.316.5171
Lee's Summit School District	Ryan Hall	ryan.hall@lsr7.net	816.986.2197
Associated Wholesale Grocers	Jerry Burke	jburke@awginc.com	913.288.1276
Butler County Community College	Christina Byram	cbyram@butlercc.edu	316.737.3873
Kansas City Kansas Community College	Jason Sievers	sievers@kckcc.edu	913.288.7248
North Kansas City Hospital	Jay Thomason	james.thomason@nkch.org	816.691.2550
Clay County Government	John Kindred	jkindred@claycountymo.gov	816.407.3340
Pleasant Hill School District	Dave Taylor	dtaylor@pleasanthillschools.com	816.540.3161
Bonner Springs School District	Mark Wiseman	wisemanm@usd204.net	913.422.5600
City of Liberty	Wade Thomas	wthomas@libertymo.gov	816.439.4558
Leavenworth School District	Matt Dedek	matt.dedek@lvpioneers.org	913.684.1400
Basehor-Linwood School District	Fredy DeLeon	fdeleon@usd458.org	913.723.3400
Cameron School District	Matt Robinson	mattrobinson@cameronschools.org	816.632.2170
Pony Express Bank	Tom Page	tpage@ponyexpressbank.com	816.781.9200
Warrensburg School District	Lyle Kreisel	lkreisel@warrensburgr6.org	660.747.7823

Kansas City Art Institute	Erik Hulse	ehulse@kcai.edu	816.802.3399
Tyson Foods	Ryan Marshall	ryan.marshall@tyson.com	816.236.8531
Oak Park Mall	Bill McLellan	william.mclellan@cblproperties.com	913.888.7597
Lathrop School District	Chris Fine	chris.fine@lathropschools.com	816.528.7500
Blue Valley Recreation Center	Rob Timmermans	rtimmermans@bluevalleyrec.org	913.685.6009
Hamilton School District	Tim Schieber	schieber@hamilton.k12.mo.us	816.583.2136
Optiv Security	Greg Lippert	gregory.lippert@optiv.com	816.701.3373
Saint Luke's Health Systems	Jon Brady	jbrady@saint-lukes.org	816.932.3911

TIPS RFP# 200203**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

American Digital Security LLC

Name of company

William C Mason Jr Vice President and managing Partner

Printed Name and Title of authorized company officer declaring below the confidential status of material

<u>140 Westwoods Dr</u>	<u>Liberty</u>	<u>Mo</u>	<u>64068</u>	<u>8164154237</u>
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 2/15/2020

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  Date 2/15/2020

**SAFETY AND SECURITY.
WE JUST CARE.**

We specialize in the design, system installation, and service of video surveillance, building access control, visitor management, emergency active shooter notification, door intercom systems, and intrusion detection systems, as well as threat assessment.

With the resources and experience to equip and service any size facility, ADS counts among its clientele over 2,000 schools and businesses in Kansas and Missouri, such as the Kansas City Chief's Arrowhead Stadium, Associated Wholesale Grocers, Saint Luke's Hospital, North Kansas City Schools, Liberty Schools, North Kansas City Hospital, Lee's Summit Schools, KCMO Schools, KCK Schools, Blue Valley Schools, Olathe Schools, and Haskell University, just to name a few.

“

After the installation was completed, your company's professionalism continued to show. In the past, I have dealt with other companies who would have just handed the ball over to move to the next project, not so for ADS.”



Division of The Kincaid Group

Contact ADS

Liberty
140 Westwoods Drive
Liberty, MO 64068
816.415.4237

Wichita
2333 S. West Street
Suite 104
Wichita, KS 67213
316.867.1716

contact@securitybyads.com
securitybyads.com



Division of The Kincaid Group

816.415.4237
securitybyads.com

Our Process



Free Consultation

The ADS security assessment process begins with a site visit, allowing us to identify immediate security needs and possible future challenges. Our goal is to educate our customer on how to overcome existing challenges as well as start the planning process to design enhancements that will support growth for years to come.



Design & Planning

Serving a wide range of educational facilities, businesses, stadiums, and casinos across the Midwest, ADS provides full system security design and planning services for system upgrades and new installation security projects.



Installation

Installing surveillance systems is both an art and a science, which is a concept very few installers really understand. ADS knows that protecting you and your property begins with providing quality installation services and ends with an easy-to-use cutting edge surveillance security system.



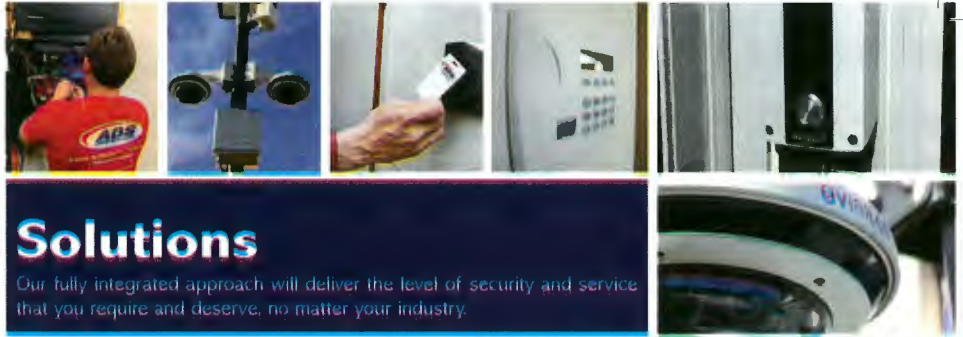
Training

An important part of implementing new security technology is ensuring your employees and staff understand the technology and how to run it efficiently. We want to partner with you in this process to ensure you can take the greatest advantage of your system.



Maintenance

Reduce downtime and avoid unexpected repair costs with ADS tailored preventative and corrective maintenance plans.



Solutions

Our fully integrated approach will deliver the level of security and service that you require and deserve, no matter your industry.



Surveillance

We believe that surveillance is the best choice for your security needs. Cameras can offer up to 20x the quality of existing systems and help provide details of faces, license plates, or whatever else you need to see.



Emergency Notification

The ClearPix ENS is the most effective critical incident notification system on the market. Utilizing existing radio infrastructure, it is the fastest way to contact law enforcement and other first responders in an emergency when lives are at stake and seconds count.



Access Control

At ADS, we utilize Avigilon's Access Control Manager as our software of choice for your access control needs.



Threat Assessment

Threat assessment is a structured group process used to evaluate the risk posed by a person, typically as a response to an actual or perceived threat or concerning behavior.



Audio/Video Intercom

Our intercoms can provide a system for virtually any intercom application at reasonable prices to fit a reserved budget.



Intrusion Detection Alarms

Gain around-the-clock protection, remote access, and central station monitoring with American Digital Security's custom-tailored, state-of-the-art commercial burglar alarm systems.



Visitor Management

Protect students and faculty by logging visitors and screening for sex offenders or other school-restricted individuals. Positive identification and unique security put your school in control.



AI and Analytics

ACC 7 introduces a new concept in live video monitoring, Focus of Attention, which leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.



IT Services

Our services include technology consulting, troubleshooting, business recovery consulting, wired and wireless network design and installation, web hosting, hosted online solutions, and cloud-based solutions.



HALO Smart Sensor

A state-of-the-art real-time vape, sound, air quality, chemical detector, and security device.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Mobile Wireless LLC

Alan McClintock - Managing Member

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

5/17/18

Date

E-Verify



Company ID Number: 1226681

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Alan McClintock
Company Facility Address	1525 Brazos Trl. Plano, TX 75075
Company Alternate Address	
County or Parish	COLLIN
Employer Identification Number	203225623
North American Industry Classification Systems Code	518
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 1226681

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name McClintock Alan
Phone Number (972) 516 - 1365
Fax Number
Email Address alan@mobwireless.com

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

**Heavy Construction Rates for
BOONE County**

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

256-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of

June

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision from the Auditor's Office to move funds from Department 1123 (Emergency & Contingency), Account 86850 (Contingency) to Department 1170 (Information Technology), Account 70100 (Software Subscriptions) for the purchase of e-Procurement Software.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1170	70100	Information Technology	Software Subscriptions		6,000
1123	86850	Emergency & Contingency	Contingency	6,000	
				6,000	6,000

Done this 9th day of June 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION**

To: County Clerk's Office

Comm Order # 256-2020

Please return purchase req with back-up to Auditor's Office.

6/1/20

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1170	70100	Information Technology	Software Subscriptions		6,000
1123	86850	Emergency & Contingency	Contingency	6,000	
				<u>6,000</u>	<u>6,000</u>

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

Reclassify funds budgeted in contingency for e-procurement software.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

Auditor's office
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

cg

Auditor's Office
Daniel Atwill
PRESIDING COMMISSIONER

[Signature]

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

MAINSCR BOONE Core Budget Description - View Only ADCARYN 08:52:28
 Year, 2020 Dept, 1123 EMERGENCY & CONTINGENCY Finalized, Y 6/01/20
 Account, 86850 CONTINGENCY 2019 Est
 2019 Bdgt, 49,000 YTD % of Bdgt Est % of Bdgt

Description	Qty	Unit	Amount	Total
ELECTRONIC PROCUREMENT SUBSCRIPTION SERVICE	*		24,000	24,000
MASTER/STRATEGIC PLANNING-FACILITATION(FROM	*		25,000	25,000
TEMPORARY PROSECUTING ATTORNEY POSITION	*		90,000	90,000

Class 989,000 Class 2-8 989,000 Proposed Core 49,000 Bottom % Chg 104
 Proposed Supp _____
 Auditor Rev _____
 Commission Rev 90,000
 Total Budget 139,000 184
 F2=Key Scr F3=Exit F5=History
 F6=Dept Supplemental Budget F10=Notes *
 F12=Return F15=Summary

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: June 1, 2020
RE: RFP Award Recommendation: *13-03APR20 - eProcurement Services*

Request for Proposal *13-03APR20 - eProcurement Services* closed on April 3, 2020. Eight proposal responses were received.

The evaluation committee consisted of the following:

Melinda Bobbitt, Director of Purchasing
Liz Palazzolo, Senior Buyer
Dave Eagle, Purchasing Specialist

The evaluation committee recommends award to Ion Wave Technologies, Inc. of Springfield, Missouri per the attached Evaluation Report. Total cost of the subscription contract through December 31, 2020 is \$6,000 and will be paid from 1170 - Information Technology, 70100 - Software Subscriptions. The budget included \$16,000 for the annual subscription and \$8,000 for one-time implementation costs.

The contract includes electronic bidding and vendor management, RFP evaluation scoring, and contract management. The Purchasing Department will now be able to receive bid responses from vendors electronically and obtain electronic bid tabulations. The electronic system provides management of vendor contract and Insurance Certificates where the system notifies the County and vendor of approaching expiration dates. The vendor is also offering the RFP evaluation and scoring module free for the remainder of this year.

The contract is through December 31, 2020 and has four one-year renewal periods.

ATT: Evaluation Report

cc: Proposal File



THIS MASTER LICENSE AND SERVICES AGREEMENT (the "Agreement"), is made and entered into as of this the _____ day of _____, 2020 ("Effective Date"), by and between Ion Wave Technologies, Inc., a Missouri corporation having its principal offices located at 3653 South Avenue, Springfield, Missouri 65807 ("IWT") and Boone County, Missouri having its principal offices located at 801 E. Walnut Street, Columbia, MO 65201 ("Client").

WHEREAS, IWT is engaged in the business of the development, marketing, and support of Internet based software of all types.

NOW THEREFORE, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Software Licensing and Use

- 1.1 **License Grant.** In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in any Exhibit A, IWT hereby grants to Client and Client accepts from IWT a non-exclusive, non-transferable license to use the IWT products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to IWT.
- 1.2 **Access.** Access to and usage of the Licensed Products shall be limited to Client's internal business purposes, specifically defined as the operation of Client's purchasing department. Access to the Licensed Products shall be limited to the Client end user community, as defined in Exhibit A. Unless specified in Exhibit A, Client will not permit others, including but not limited to subsidiaries, affiliates, and contractors, to access or use the Licensed Products, nor will Client use the Licensed Products on their behalf.
- 1.3 **Use Limits.** Client is prohibited from performing any load testing against IWT's hosted production environments, without the prior express written permission of IWT. Client is prohibited from reverse engineering, decompiling, and disassembling the Licensed Products.
- 1.4 **Work Products.** Any Work Products, as defined below, that are software, shall be subject to the same license limitations of this Agreement and any additional limitations as set forth in any Exhibit hereto.
- 1.5 **Rent, Lease, and Sublicense Restrictions.** Client shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer the Client's right to use and possess the Licensed Products, in whole or part.
- 1.6 **Copies and Proprietary Notices.** Any Licensed Products, together with any accompanying technical or system documentation that is delivered to Client pursuant to this Agreement shall not be copied, except that one (1) copy may be made for backup or archival purposes, provided any such copy is clearly marked as proprietary to IWT, licensed to Client, and contains IWT's proprietary notices. Client shall be permitted to make additional copies of documentation specifically designated for training of end users. Client shall not remove any proprietary notices or labels on the Licensed Products or its documentation.
- 1.7 **Violation.** Violation of any provision of this Section 1 shall breach the Agreement and be the basis for immediate termination of this Agreement and the corresponding license grant to the Licensed Products with no refund to Client of fees paid to IWT.

2. Maintenance and Support

- 2.1 **Support Services.** Subject to the payment of the applicable licensing and support fees as set forth in Exhibit A, IWT shall provide Client with the maintenance and support services as set forth in Exhibit B of this Agreement ("Support Services") for the Licensed Products. Exhibit B may be updated from time to time at IWT's sole discretion, provided said updates do not materially diminish the Support Services provided to Client without Client's consent.
- 2.2 **Payment and Term.** Provided that this Agreement and the license for the applications which the Support Services are to be performed has not been terminated, IWT will provide Support Services as specified in Exhibit B of this Agreement for the support fees indicated in Exhibit A. In the event (i) IWT has not received payment for the next annual period's applicable license or support fees, prior to the last day of the current term; and/or (ii) this Agreement and/or the license is no longer in effect, Support Services shall be discontinued.
- 2.3 **On-Site Services.** Support Services do not include any on-site services. At Client's request, IWT may provide technical, operational or other assistance or consulting in excess of the standard Support Services at IWT's standard hourly rate then in effect.

3 Professional Services

- 3.1 **Professional Services.** IWT shall provide Client with professional consulting services as described in the Statements of Work ("SOW") to be attached as Exhibit C hereto ("Professional Services"), which SOW by its express terms shall amend this Agreement. Any additional services beyond those described in any Exhibit C shall be at the mutual, written agreement of the parties.
- 3.2 **Client Obligations.** In order to facilitate the provision of the Professional Services by IWT, Client shall have installed the recommended hardware and software and will have completed the required preparatory work described in the Exhibit(s) attached hereto.

3.3 Contact Person. Each party will appoint in writing, in the applicable Exhibit, an employee or agent of such party to act as the "Contact Person" for all communications between the parties related to the Professional Services. Each party may change its Contact Person upon written notice to the other.

4 Proprietary Rights

- 4.1 Ownership. Client acknowledges and agrees that, as between Client and IWT, IWT is the sole and exclusive owner of all right, title and interest in and to the Licensed Products, as well as all alterations, modifications, additions, and derivative works made with respect to the Licensed Products and all work products produced from the Professional Services performed under the SOW ("Work Products"). Except as expressly permitted or required hereby: (i) Client shall have no right or license to the Licensed Products or Work Products; and (ii) Client shall not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Licensed Products or Work Products.
- 4.2 License Rights. Nothing in this Agreement or any Exhibit hereto shall in anyway enlarge or extend Client's license rights in the Licensed Products, with respect to the materials that IWT delivers to Client pursuant to any SOW.
- 4.3 Client Data. Any client data and any materials or equipment furnished to IWT by Client in connection with any of the Professional Services provided under an Exhibit shall be deemed proprietary to Client.
- 4.4 Trademarks. All trademarks, service marks, trade names and logos of IWT appearing on or within the Licensed Products or Work Products used in connection with the Support Services or the Professional Services provided by IWT are the property of IWT and Client shall not use them without IWT's prior written approval.

5 Fees and Payment Terms

- 5.1 Fees. Client will pay IWT the fees as set forth in the Exhibits. Except for initial payments, which payments, unless provided otherwise, shall be due and payable upon the execution of this Agreement and any Exhibit hereto, IWT will submit to Client an invoice for the amounts due. Unless provided otherwise, all invoices submitted by IWT shall be due and payable in full, without reduction for any offset, withholding or other claims, within thirty (30) days of the date thereof. Any amounts payable to IWT hereunder, which are not paid when due, shall thereafter bear interest at the rate of three-quarters of one percent (0.75%) per month or the maximum amount permitted by applicable law, whichever is less.
- 5.2 Taxes. Fees do not include any taxes. Client is exempt by law from payment of State and Local Sales Tax and Federal Excise Tax. In the event that taxes are assessed by any governmental body on any deliverable provided under this Agreement, in which Client is not exempted from paying, IWT shall have the option to terminate the Agreement in lieu of assessment of the taxes against IWT. Provided however, that Client shall have the option to pay IWT all such tax amounts which have been properly invoiced, at Client's discretion, to avoid termination of this Agreement. Client shall provide IWT with a valid tax exemption certificate upon request.
- 5.3 Travel Expenses. Unless otherwise specified in the Exhibits, IWT shall be reimbursed by Client for all reasonable travel and living expenses and travel time that are mutually agreed upon by Client and IWT in writing prior to incurring any expenses. IWT shall invoice Client for such actual expenses monthly or on such other schedule at IWT's sole discretion.
- 5.4 Non-Payment. As opposed to exercising its right to terminate an Exhibit or this Agreement in its entirety, IWT may, at IWT's sole discretion, suspend performance of any obligations under the applicable Exhibit for nonpayment, but only until such time as payment is made.
- 5.5 Currency. All fees are stated in US dollars and are payable in US currency.
- 5.6 Invoices. All invoices to Client shall be emailed or mailed to the following address, which may be changed from time to time, provided Client provides IWT with written notice of such change:
Boone County Purchasing
613 E Ash Street
Columbia, MO 65201
Email: mboobbitt@boonecountymmo.org

6 Term and Termination

- 6.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and will run for the periods as indicated in the Exhibits.
- 6.2 Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to IWT or destroy all copies of the Licensed Products, together with all documentation and any other IWT proprietary information in its possession. Furthermore, Client shall provide IWT a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to IWT or destroyed in accordance with this Agreement.
- 6.3 Effects of Termination. Upon termination or expiration of this Agreement for reasons other than the breach of this Agreement: (i) all use and access to products licensed on a term basis shall cease and Client shall immediately return to IWT or destroy all copies of the term licensed products, together with all documentation and any other IWT proprietary information in its possession. Client shall provide IWT a certification from an officer of Client that all term licensed products and all associated documentation, have been returned to IWT or destroyed in accordance with this Agreement. (ii) all use and access to products licensed on a perpetual basis shall continue, subject to the terms of this Agreement and any Exhibits, including but not limited to, the provisions for access and use of the Licensed Products (Section 1), Proprietary Rights (Section 4), Warranties and Indemnification (Section 7), and Confidentiality (Section 8). Upon termination or expiration of this Agreement, all Support Services and Professional Services as discussed in this Agreement or any Exhibits will cease.

7 Warranties, Indemnity, and Limitations

- 7.1 Licensed Products Warranty. IWT warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which are provided for herein. IWT represents that for the entire term covered by the Support Services ("Warranty Period") that the Licensed Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. IWT does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free. In the event that Client does not pay the required Support Services fees or this Agreement is terminated, Client agrees that all warranty provisions and associated remedies shall be terminated.
- 7.2 Limitations of Warranty. IWT's warranties in this Section 7 shall only apply to the IWT Products developed by IWT or its affiliates. All other Licensed Products shall be provided by IWT "AS IS." Notwithstanding anything to the contrary in this Section 7.2, IWT shall assign to Client any warranty granted by the supplying party for the Licensed Products, to the extent of IWT's right to do so.
- 7.3 Remedy. During the Warranty Period, IWT's entire liability and Client's sole remedy for any reproducible, substantive error(s) in the unmodified IWT Application as reported in writing by Client shall be that IWT, at its option, will use its reasonable good faith efforts to correct the error(s), or, upon return of the Licensed Product and accompanying documentation to IWT, terminate this Agreement or the applicable license to the Licensed Product, as the case may be, and refund to Client a sum equal to a portion of the license fees paid, prorated on a monthly basis for the period in which the application was rendered unusable, for the Licensed Product for which the license is terminated.
- 7.4 Services Warranty. IWT represents and warrants that it is experienced in providing the Professional Services and Support Services described herein and further warrants that it will perform the Professional Services and Support Services in a good, workmanlike, and professional manner. Client's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge.
- 7.5 Disclaimer. In no event will IWT be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Products, Professional Services and/or Support Services provided to Client under this Agreement as applicable, whether arising in contract or tortious conduct, or any other legal theory, including negligence, or whether arising from mistakes, omissions, interruptions deletion of files, errors, defects, viruses or other malicious code, delays in operation of transmission, or the use or performances of a Work Product, or the delay or failure of performance the Professional and/or Support Services provided under this Agreement, even if IWT has been advised of the possibility of such damages.
- 7.6 Client Responsibility. Client acknowledges and agrees they bear all liability for their end users' activity on IWT's systems. Client represents and warrants that any data loaded into IWT's systems by Client's end users will not infringe the intellectual property rights of any third party. Client acknowledges that IWT may, in appropriate circumstances and at its discretion, disable Client's access or terminate this Agreement for violations of this provision. Client will be solely responsible for bearing any and all costs of obtaining any required third-party licenses for data loaded into IWT's systems by Client's end users.
- 7.7 Limited Warranty. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY IWT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IWT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND IWT HEREBY DISCLAIMS THE SAME.
- 7.8 Exception to Warranty. IWT'S WARRANTY OBLIGATIONS SHALL NOT APPLY IF THE LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS FUNCTIONAL SPECIFICATIONS IS CAUSED BY: (I) THIRD PARTY SOFTWARE LICENSED BY CLIENT; (II) CLIENT'S USE OF OR ACCESS TO THE LICENSED PRODUCTS OTHER THAN AS INTENDED OR IN VIOLATION OF THIS AGREEMENT; OR (III) UNAUTHORIZED MODIFICATIONS MADE TO THE IWT LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT BY CLIENT.
- 7.9 Limitation of Liability. IN NO EVENT WILL IWT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL IWT BE LIABLE FOR ANY CLAIM BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

8 Confidentiality

- 8.1 Obligations. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement or for a period of five (5) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.

8.2 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information.

9 Miscellaneous

- 9.1 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Without limiting the generality of the foregoing, IWT shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement or which is a suspension of services for Client's failure to pay.
- 9.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, IWT may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles.
- 9.4 Exhibits. Each Exhibit to this Agreement shall incorporate the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control unless an Exhibit expressly provides otherwise. Additional Exhibits added to this Agreement from time to time by the mutual written agreement of the parties shall be numbered sequentially under the letters of the respective Exhibit title (e.g. Exhibit A Licensed Products shall be A-1, A-2, etc.) and each shall be in addition to the previous Exhibit.
- 9.5 Records & Audits. IWT, its agents or representatives, shall have the right to conduct a technical audit of Client's records, for the express purpose of determining whether Client is in compliance with the terms of this Agreement. Should IWT find that Client is not in compliance, Client shall pay the additional damages as may be due plus a five percent (5%) penalty.
- 9.6 Independent Contractor. IWT is an independent contractor and, except as specifically contemplated in any Exhibit to this Agreement, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. IWT will perform the Services under the general direction of Client, but IWT will determine, in IWT's sole discretion, the manner and means by which the Services are accomplished. Client has no right or authority to control the manner or means by which the Services are accomplished.
- 9.7 Waiver. No delay or omission by either party to exercise any right or power unless in writing and signed by the party waiving rights it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 9.8 Notices. Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

If to IWT:
Ion Wave Technologies, Inc.
3653 South Avenue
Springfield, Missouri 65807
Phone: 417-823-7773
Fax: 417-823-7778

If to Client:
Boone County, Missouri
613 E. Ash Street
Columbia, MO 65201
Phone: 573-886-4391 Fax: 573-886-4390

- 9.9 Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion or damages or other remedies are intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed its essential purpose, all limitations of liability and exclusions of damages or other remedies shall remain in effect.
- 9.10 Non-Solicitation. IWT and Client agree that the employees of IWT and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, IWT and Client each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written

- consent of the other party. Upon breach of this provision, the breaching party agrees to pay the other two times the yearly compensation of the affected employee. This remedy provided in this paragraph shall be the only monetary remedy for breach of the terms of this paragraph. Neither party is prevented from seeking equitable relief for breach of this paragraph.
- 9.11 Survival. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 9.12 Entire Agreement and Amendment. This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by IWT, shall be deemed to modify any terms of this Agreement, unless IWT has expressly stated in writing its intent to do so.
- 9.13 Client RFP Compliance. IWT agrees that the Licensed Products and Professional Services implemented for Client as part of the work under this Agreement will materially comply with the proposal submitted to Client as part of Client's RFP #13-03APR30, E-Procurement Services. Client acknowledges that IWT's Licensed Products undergo ongoing changes as part of a standard enhancement process and Client agrees that any such reasonable changes during the term of this Agreement will not be grounds for breach as long as the Licensed Products provide substantially the same functionality as that originally detailed in IWT's proposal.
- 9.14 Compliance with Laws. IWT agrees to comply with applicable law, including both Federal law and the laws governing IWT as a Missouri corporation.

Exhibit A Licensed Products

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The license grant shall be the Effective Date of this agreement through December 31, 2020, with usage limited to Client employees.
 - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules, the Bid Evaluation Scoring Module, and the Contract Management Module.
 - The Reverse Auction module, the Collaboration/Workflow module, IWT's Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
 - (i) Support and Maintenance:
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the license period, including any exercised optional renewals thereof, at no additional cost to Client.
3. **Payment.** Payment for the license fees shall be due as follows:
 - (i) \$6,000 License Fees due upon execution of this agreement for the service period from the Effective Date to 12/31/2020.
4. **Optional Renewals.** The services and products related to this Agreement are proprietary in nature. Client shall have the right to annually renew this Agreement for up to four additional annual periods, subject to approval by IWT. Renewals shall be contingent upon each of the following: (1) satisfactory performance of IWT's services/products; and (2) subject to the availability of funds; and (3) subject to the mutual consent of each party to renew. Either party may terminate the agreement by written notification of its intent not to renew no later than 90 days prior to an anniversary date as described herein. Payment for such annual renewals shall be due in full on the anniversary of this Agreement as outlined below:
5. **Renewal License Grant.** If renewed, IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The license grant shall be for a one (1) year period starting upon the January 1, 2021, renewal of this Agreement, with usage limited to Client employees. The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules.
 - Client may optionally add the Bid Evaluation Scoring Module to the license grant.
 - Client may optionally add the Contract Management Module to the license grant.

- The Reverse Auction module, the Collaboration/Workflow module, IWT's Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
- The cost of the license shall be paid annually as outlined in the payment section below.

Renewal Payments:

- (ii) If renewed, \$ 9,000 Annual License Fees due January 1, 2021 for the service period 01/01/2021 to 12/31/2021.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (iii) If renewed, \$10,000 Annual License Fees due January 1, 2022 for the service period 01/01/2022 to 12/31/2022.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (iv) If renewed, \$11,000 Annual License Fees due January 1, 2023 for the service period 01/01/2023 to 12/31/2023.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.
- (v) If renewed, \$12,000 Annual License Fees due January 1, 2024 for the service period 01/01/2024 to 12/31/2024.
 - 1. Client may at its option, add the Bid Evaluation Scoring module for an additional \$1,500 per year.
 - 2. Client may at its option, add the Contract Management module for an additional \$1,500 per year.

**Exhibit B
Support Services**

1. IWT shall (a) use commercially reasonable efforts to provide Client with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at IWT's discretion, from the hours of 8:00 a.m. to 6:00 p.m. Central Time Monday through Friday (excluding IWT Holidays, which typically consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the IWT Products ("Client Contact") and to one (1) designated, authorized, qualified, and trained user of the IWT Products designated as Client Contact's backup ("Backup Client Contact") (collectively referred to as "Client Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the IWT Products to substantially perform in accordance with and as specified in the accompanying documentation.
2. IWT shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that IWT categorizes as: (i) "Level 1 Catastrophic" within eight (8) business hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the IWT Products are partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established; (ii) "Level 2 High Impact" within the next scheduled production release of the IWT Products or within one hundred-twenty (120) days from the date error was logged with IWT, whichever shall first occur. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Level 3 Non-Critical," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Products. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Client and IWT to be minor and result in a mutually acceptable disruption to Client's workflow process; and (iv) "Level 4 Cosmetic," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Application, at IWT's sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.
3. IWT shall provide all extensions, enhancements, and other changes, which are logical improvements to an IWT Product and to which IWT makes generally available on a commercial basis, without charge, to any other licensee of the IWT Product ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to an IWT Product nor do they include any Professional Services Fees that may be required for implementation.
4. IWT shall have no obligation to provide Support Services except to Client Support Contact and only with respect to the unmodified Supported Releases. When an IWT Product is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, IWT is not responsible for providing Support Services for these other products, or for ensuring correct interoperation with these products.
5. Client shall use commercially reasonable efforts to assist IWT in reproducing the specific situation in which an IWT Product, standing alone, demonstrates a failure to substantially conform in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Client Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting IWT for assistance.

Hosting Services

1. IWT shall use commercially reasonable efforts to make all hosted IWT Products available to Client for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any

- unavailability that; (i) lasts less than fifteen (15) minutes; (ii) results from regularly scheduled IWT maintenance; (iii) results from failure of Client's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of IWT; or (v) is beyond the reasonable control of IWT ("Service Availability").
2. Data Backup. In recognition that IWT's provision of the hosted IWT Products may be interrupted as a result of an act of God, events beyond the reasonable control of IWT, errors by IWT's staff, or a defect in the IWT Products, IWT agrees to maintain a commercially reasonable backup plan for the IWT Hosted Products and Client's data, whereby IWT can execute a recovery of the hosted IWT Products and Client's data as a result of such interruption.

Exhibit C Statement of Work ("SOW")

1. Introduction

Client seeks to implement the IWT Sourcing and Contract Management applications (the "Solution"). The primary objective of the project is to configure and implement the Solution for the Client. This will be done in a way that utilizes the standard features of the Solution and is based on the Solution standard configurations.

This SOW describes the scope of services and the services investment necessary to complete the Solution implementation project. IWT Professional Services will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

2. Summary of IWT Responsibilities

The following major activities are included in the scope of this project and will be performed by IWT:

- (i) Coordinate and lead all meetings, workshops, and training sessions.
- (ii) Provide training to Client end users in Client's desired format:
 - a. Web-based. Provide up to five (5) web-based training sessions to Client users. **-OR-**
 - b. On-site Training. If included, provide up to four (4), two-hour, on-site training sessions to Client users over a two consecutive-day period for the additional fees detailed below.
- (iii) Conduct lecture style training including a solution overview.
- (iv) Provide training program documentation to the Client.
- (v) Provide "hands-on" training activities to Client attendees.
- (vi) Review Client attendee "hands-on" training activities.
- (vii) Consult Client on various Solution use options.
- (viii) Provide project management, including coordination and management activities, issue tracking, and weekly status reporting to Client.
- (ix) Coordinate Client acceptance testing.
- (x) Provide issue resolution according to the severity levels and response times as outlined in the Agreement.

3. Summary of Client Responsibilities

Client agrees to undertake at its sole expense, the following responsibilities:

- (i) Assignment of an internal dedicated project manager to manage the Solution and its implementation.
- (ii) Coordinate internal participation in project related meetings.
- (iii) Provide materials and facilities for project related activities, including Internet-capable machines for training sessions.
- (iv) Purchase, install, and validate any third-party software required.
- (v) Develop and implement test scripts for acceptance of the Solution.
- (vi) Plan, coordinate, and participate in training sessions and complete all training assignments.
- (vii) Plan and direct the production deployment (Go-live).

4. Technical Requirements

Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

- (i) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. IWT will provide its minimum browser requirements during the Workshops.
- (ii) Commodity Code. Client will be responsible for procurement and licensing of any desired proprietary commodity code structure(s).
- (iii) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system.
- (iv) IWT may modify any of the above hardware and software requirements from time to time, upon ninety (90) days written notice to Client.

5. Project Organization and Operating Procedures

- (i) Project Organization. Client and IWT agree to assign dedicated staff to perform their respective project activities.
- (ii) Change Control Process. IWT projects follow a standard change control process. If during the course of a project, a scope change is identified, then the IWT project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the IWT project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the IWT project manager and the Client project manager.
- (iii) Acceptance Process. Client will review any Work Product requiring explicit acceptance within five (5) business days of delivery and will document required adjustments. If IWT does not receive notice within the defined five-day period, each Work Product will be considered accepted. Within five (5) days, IWT will provide a revised Work Product that incorporates the agreed adjustments. In the event that Client does not accept the revised Work Product, the parties may agree to repeat this review and acceptance process one additional time. If disputes remain after repeating the acceptance process, the project team will refer these to IWT's and the Client's executive teams for resolution.
- (iv) Work Location. Unless otherwise specified, Client and IWT will perform all work at their respective locations. If included, On-Site Training will be held at the Client's training facilities.

6. Project Investment

Project Payment Schedule

Payment Item	Amount	Payment Schedule
Implementation Services Mobilization Fee	\$0	
Implementation Services Go-Live Fee	\$0	
Web-Based Training Services	\$0	
Contract Data Import Services	Not Included	
On-Site Training Services	Not Included	
Total Services	\$0	
Travel and Administrative Expenses Estimate	-0-	No travel is expected for this engagement.

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

ION WAVE TECHNOLOGIES, INC.

BOONE COUNTY, MISSOURI

By DocuSigned by: Darren Henderson
A3C6BD7C00C7461...
 Title CEO

By: Boone County Commission

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: [Signature]
 County Counselor

County Clerk

AUDITOR CERTIFICATION

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

1170-70100 / \$6,000

Signature _____ Date _____ Appropriation Account _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 9th day of June 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the attached 2019 Homeland Security Grant Program Subaward Agreement.

It is furthered ordered the Presiding Commissioner is hereby authorized to sign the attached subaward agreement.

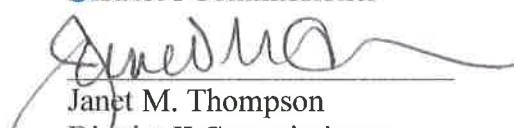
Done this 9th day of June 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

SUBAWARD AGREEMENT



PO Box 140
Ashland, MO 65010

DATE 3-12-2020	
FEDERAL IDENTIFICATION NUMBER EMW-2019-SS-00039-07	OHS CONTROL NUMBER

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DUNS NUMBER 073755977	
ADDRESS 2145 E County Dr			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD 1,500.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION 1,500.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT 1,500.00		TOTAL APPROVED COST SHARING OR MATCHING 1,500.00	
PROJECT PERIOD FROM September 1, 2019	PROJECT PERIOD TO August 31, 2021	FEDERAL AWARD DATE September 1, 2019	
PROJECT TITLE Boone County EMA generator load testing		FUNDED BY SHSP	
FEDERAL AWARDOING AGENCY DHS/FEMA	PASS THROUGH ENTITY Mid-MO Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement/Advanced	

CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock	NAME Chris Kelley	
E-MAIL ADDRESS DavidBock@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-657-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7900	E-MAIL ADDRESS ckelley@boonecountymmo.org

SUMMARY DESCRIPTION OF PROJECT

Annual load testing of three large towable power electrical generators is necessary to ensure operational readiness for potential deployment to provide power for critical infrastructure and mass care facilities during a terrorist or other catastrophic event

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF (Agency) OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING (Agency) OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
			10-9-20

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2019 State Homeland Security Grant Program	SUBRECIPIENT Boone County
AWARD NUMBER EMW-2019-SS-00039-07	DATE 3-12-2019
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Article XLIV	(Agency Specific Special Conditions)

AUTHORIZED OFFICIAL INITIALS



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Article I – Summary Description of Award

The purpose of the FY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

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Article VII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

Article VIII – Rehabilitation act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA), codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

AUTHORIZED OFFICIAL INITIALS
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Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

Article XV –Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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Article XX– Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Unless otherwise provided by law, Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

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GRANT PROGRAM FY 2019 State Homeland Security Grant Program	SUBRECIPIENT Boone County
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Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. § 2225.

Article XXX- Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

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Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

Article XL – Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA’s Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires subrecipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders. To access the FEMA’s EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your projects(s), you must complete all relevant sections of this form and submit it to the OHS, along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. See Article XLII, number 16

Article XLI – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.

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2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article XLII – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

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5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.

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14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2019 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2019.

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SUBAWARD AGREEMENT PROJECT BUDGET SUMMARY	

Article XLIV (Agency Specific Special Conditions)

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Article XLIII Special Conditions

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of

June


20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached FY20 Homeland Security Grant-Mid Missouri Regional Planning Commission Applications submitted by Emergency Management Operations.

Done this 9th day of June 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Application

113162 - FY 2020 SHSP Region F - Final Application

**114213 - Boone County OEM Generator Load Testing
State Homeland Security Program (SHSP)**

Status: Editing

Submitted Date:

Applicant Information

Primary Contact:

Name:*	Ms. Title	Della First Name	Luster Last Name
Job Title:*	Administrative Coordinator		
Email:*	dluster@boonecountymo.org		
Mailing Address:*	2145 County Drive		
Street Address 1:			
Street Address 2:			
* City:	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	573-554-7907		<small>Ext.</small>
Fax:*	573-442-3828		

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency

Organization Type:* Government

Federal Tax ID#:* 436000349

DUNS #:* 073755977

SAM/CCR CAGE Code: Valid Until Date

Organization Website: www.showmeboone.com/OEM

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4
County:* Boone
Congressional District:* 04
Phone:* 573-554-7900 Ext.
Fax:* 573-442-3828

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract.

- *If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official*
 - *If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official*
 - *If the applicant agency is a State Department, the Director shall be the Authorized Official*
 - *If the applicant agency is a college/university, the President shall be the Authorized Official*
 - *If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts*
- If applicable please upload copy of 501C3 in the Named Attachments section of the application as one of the Other documents.*
- *If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official*
- **This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125***

Authorized Official:* Mr. Daniel Atwill
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission
Mailing Address:* 801 E. Walnut Suite 333

Street Address 1:
Street Address 2:

* Columbia Missouri 65201
City State Zip Code

Email:* datwill@boonecountymo.org
Phone:* 573-886-4306
Office Ext. Cell

Fax:* 573-886-4311

Applicant Project Director

Applicant Project Director:* Mr. Chris Kelley
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Deputy Director
Agency:* Boone County Office of Emergency Management
Mailing Address:* 2145 E. County Drive

Street Address 1:
Street Address 2:

* Columbia Missouri 65202
 City State Zip Code

Email:* ckelley@boonecountymo.org

Phone:* 573-554-7908
 Office Ext. Cell

Fax* 573-442-3828

Fiscal Officer

Fiscal Officer:* Ms June Pitchford
 Title (Mr.Ms.etc) First Name Last Name

Job Title:* Boone County Auditor

Agency:* County of Boone

Mailing Address:* 801 E. Walnut Room 304

Street Address 1:

Street Address 2:

* Columbia Missouri 65201
 City State Zip Code

Email:* jpitchford@boonecountymo.org

Phone:* 573-886-4275
 Office Ext. Cell

Fax* 573-886-4280

Project Contact Person

Project Contact Person: Ms. Della Luster
 Title (Mr.Ms.etc) First Name Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Managment

Mailing Address: 2145 E. County Drive

Street Address 1:

Street Address 2:

Columbia Missouri 65201
 City State Zip Code

Email: dluster@boonecountymo.org

Phone: 573-554-7907
 Office Ext. Cell

Fax: 573-442-3828

Section A.1 through B.2

A. Project Worksheet

A.1 Project Title:* Generator Load Testing

A.2 Agency Name:* Boone County Office of Emergency Management

A.3 Region:* F

A.4 County:* Boone

A.5 Project Location Zip Code:* 65202

A.6 Project Activity Type:* Develop/enhance homeland security/emergency management organization and structure

A.7 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level?* Sustain

A.8.a If you answered Build/Enhance to question A.7 provide an answer to the following question. Has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state? No
Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.8.b If answered yes to A.8.a, explain coordination efforts made by your agency, as well as the outcome of the coordination efforts.

A.9.a Project Description* Annual load testing of large towable power electrical generators is necessary to ensure operational when needed for backup power supply, operational emergency communications.

A.9.b Provide a summary of specific project actions/items that will be purchased with grant funds:* Load testing generators

A.9.c Provide estimated duration of the project (how long will it take to complete this project):* 1 day

A.9.d What are the objectives this project is designed to accomplish? (the purpose of the project)* To provide back up electrical power.

A.9.e How does this project align with/increase terrorism Power generation for response and recovery in the event of long term or critical power outages caused by natural technological or man-made disasters including acts of terrorism.

preparedness for your agency/region/state?*

A.9.f Why is this project necessary for the region/state? Life safety/Communication, etc.

B. Project Capability, THIRA and Dual Use

Please review the State FY19 MO THIRA and FY19 MO SPR to determine the following:

B.1 Which Primary Core Capability best aligns to this project? Operational Coordination

B.2 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.1? Electrical power generator backup is crucial to all capability targets to assist with any hazards/threats to ensure electrical power for response and recovery.

1000 Character Limit

Section B.3

Row	Approach	Description
Planning	Sustain	
Organization	Sustain	
Equipment	Sustain	Operational coordination, Public Information/Warning, planning core capabilities. Threats and Hazards, Incident Management, Emergency Coordination and operations.
Training	Sustain	
Exercise	Sustain	

Section B Continued

B.4 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)? Available within Region F and throughout the state for deployment during incidents where power is needed for response and recovery to natural, technological, or man-made disasters including those caused by acts of terrorism.



Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use. 1000 Character Limit

B.5 Please review the National Priorities in the FY2020 SHSP Notice of Funding Opportunity or FY2020 SHSP/LETPA Notice of Funding Opportunity.

- 1. Enhancing Cybersecurity
- 2. Enhancing the protection of soft targets/crowded places
- 3. Enhancing information and intelligence sharing and cooperation with federal agencies including DHS
- 4. Addressing emergent threats

If this project aligns to a National priority, please select the priority below. (If your project does not align to a National priority, please select Not Applicable.)

National Priority:* Enhancing the Protection of Soft Targets/Crowded Places (including election security)

Core Capability:* Operational coordination

C. Project Background

Complete Project Background Investment Justification alignment and Prior Accomplishments for each year **ONLY** if proposed project was also funded with prior grant funds.

C.1 Was any portion of the proposed project funded with FY19 funds?* No

C.4 Was any portion of the proposed project funded with FY18 funds?* No

C.7 Was any portion of the proposed project funded with FY17 funds?* No

D. Deployable/Sharable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers).

D.1 Does this project fund resources that are:* Deployable Resource

*If answered Deployable in question D.1 complete questions D.2-D.8.
If answered Shareable in question D.1 complete questions D.2-D.4.
If answered NA in question D.1 skip to Section E.*

D.2 Item Name:

D.3 If sustaining deployable/sharable Homeland Security resource(s), describe how the project sustains each resource (s)?: Generators need to be tested annually to ensure equipment meets or exceeds manufacturer specs and to ensure mission readiness for potential deployments.
250 Character Limit

D.4 Special conditions/requirements on sharing the deployable/shareable resource(s): Experienced operator, maintain fluids and return to BCOEM in same condition as deployed.
Example: Specific requirements of equipment, operator, etc.
250 Character Limit

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

D.5 Is deployable resource NIMS Kind & Typed?: No

D.6 Deployable Resources Kind & Type Name(s): Example: Mass Casualty Support Vehicle
250 Character Limit

D.7 Deployable Resources Kind & Type ID(s): (ID x-xxx-xxxx) Example: ID 3-508-1032 Vehicle
250 Character Limit

D.8 If not NIMS Kind & Typed, explain how the item further supports Generators are Region F deployable assets.
250 Character Limit

the Homeland Security Initiative:

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?*

Yes
 If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit completed: MM/DD/YYYY*

06/28/2019
 If an agency has never had an audit, please enter the date of their last annual financial statement.

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application:*

Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No
 New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No
 New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes
 Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.4 Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?*

No

G. National Incident Management System (NIMS)

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

G.2 Has the jurisdiction ensured training for the incident personnel

Yes

incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?*

G.3 Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?* Yes

G.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?* Yes

G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?* Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?* Yes

G.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?* Yes

G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?* Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock) Yes
*

G.10 Does your agency implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders?* Yes

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?* Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?* Yes

G.13 Does your agency apply plain language and clear text communications standards?* Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?* Yes

If answered No to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

H.1 By checking this box, I have read and agree to the terms and conditions of this grant:* Yes

*In order to be eligible for funding the correct Authorized Official must be designated and have knowledge of these Certified Assurances. **If the incorrect Authorized Official is listed or is left off this proposed application this application will be deemed ineligible for funding.***

- The Authorized Official is the individual who has the authority to legally bind the applicant into a contract.*
- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official*
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official*
- If the applicant agency is a State Department, the Director shall be the Authorized Official*
- If the applicant agency is a college/university, the President shall be the Authorized Official*
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, If applicable please upload copy of 501C3 in the Other Attachments section of this application*
- If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official*

-**This is not an all-inclusive list if you do not fall into the above categories or are unsure of who the Authorized Official is for your agency please contact The Missouri Office of Homeland Security at (573) 522-6125**

H.2 Authorized Official Name and Title:* Daniel Atwill, Presiding Commissioner

H.3 Name and Title of person completing this proposed application:* Della Luster, Administrative Coordinator

H.4 Date:* 05/12/2020

Personnel

Name:	Position Title:	Position Status:	Employment Status:	%of time spent on this grant funded activities:	Requested Personnel Cost:	Discipline:	Function:	Allowable Activity:
					\$0.00			

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name:	Benefits % of Salary	Requested Benefit Cost:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Discipline:	Function:	Allowable Activity:
			\$0.00			

Narrative Justification - Travel

Travel Justification

5000 Character Limit

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
				\$0.00				

Narrative Justification - Equipment

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
Other (computer, projector, chair, etc.)	Generator annual load testing	3.0	\$550.00	\$1,650.00	Emergency Management	Equipment	Power (e.g., generators, batteries, power cells)
				\$1,650.00			

Narrative Justification - Supplies/Operations

Annual generator testing is a sustainable item vital to the operations of generators.

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Contract Amount:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Contractual

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$0.00
Total Supplies/Operation:	\$1,650.00
Total Contractual:	\$0.00
Total Project Cost:	\$1,650.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Boone County Single Audit Report	2018_OMB_Circular_A-133.pdf	pdf	218 KB
Federal Fund Schedule (REQUIRED if not included in Audit)				
Quotes or other cost basis				
Training Request Form				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				



Application

113162 - FY 2020 SHSP Region F - Final Application

**114657 - Satellite Internet/Phone Service
State Homeland Security Program (SHSP)**

Status: Editing

Submitted Date:

Applicant Information

Primary Contact:

Name:*	Ms. <small>Title</small>	Della <small>First Name</small>	Luster <small>Last Name</small>
Job Title:*	Administrative Coordinator		
Email:*	dluster@boonecountymmo.org		
Mailing Address:*	2145 County Drive		
Street Address 1:			
Street Address 2:			
* City:	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	573-554-7907		Ext.
Fax:*	573-442-3828		

Organization Information

Applicant Agency:*	Boone County, Emergency Management Agency
Organization Type:*	Government
Federal Tax ID#:*	436000349
DUNS #:*	073755977
SAM/CCR CAGE Code:	<small>Valid Until Date</small>
Organization Website:	www.showmeboone.com/OEM
Mailing Address:*	2145 County Drive
Street Address 1:	
Street Address 2:	

City* Columbia Missouri 65202 0000
City State/ProvInce Postal Code/Zip + 4
County:* Boone
Congressional District:* 04
Phone:* 573-554-7900 Ext.
Fax:* 573-442-3828

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract.

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts
- If applicable please upload copy of 501C3 in the Named Attachments section of the application as one of the Other documents.
- If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official
- ****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125****

Authorized Official:* Mr. Daniel Atwill
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission

Mailing Address:* 801 Walnut Room 333

Street Address 1:

Street Address 2:

* Columbia Missouri 65201
City State Zip Code

Email:* datwill@boonecountymo.org

Phone:* 573-886-4306
Office Ext. Cell

Fax:* 573-886-4311

Applicant Project Director

Applicant Project Director:* Mr. Chris Kelley
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Deputy Director

Agency:* Boone County Office of Emergency Management

Mailing Address:* 2145 E. County Drive

Street Address 1:

Street Address 2:

*
 Columbia Missouri 65202
 City State Zip Code

Email:* ckelley@boonecountymo.org

Phone:* 573-554-7908 573-268-6707
 Office Ext. Cell

Fax* 573-442-3828

Fiscal Officer

Fiscal Officer:* Ms. June Pitchford
 Title (Mr.Ms.etc) First Name Last Name

Job Title:* Boone County Auditor

Agency:* County of Boone

Mailing Address:* 801 E. Walnut Room 304

Street Address 1:

Street Address 2:

*
 Columbia Missouri 65201
 City State Zip Code

Email:* jpitchford@boonecountymo.org

Phone:* 573-886-4275
 Office Ext. Cell

Fax* 573-886-4280

Project Contact Person

Project Contact Person: Ms Della Luster
 Title (Mr.Ms.etc) First Name Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Management

Mailing Address: 2145 E. County Drive

Street Address 1:

Street Address 2:

Columbia Missouri 65202
 City State Zip Code

Email: dluster@boonecountymo.org

Phone: 573-554-7907
 Office Ext. Cell

Fax: 573-442-3828

Section A.1 through B.2

A. Project Worksheet

A.1 Project Title:* Satellite Internet/Phone Service

A.2 Agency Name:* Boone County Office of Emergency Management

A.3 Region:* F

A.4 County:* Boone

A.5 Project Location Zip Code:* 65202

A.6 Project Activity Type:* Develop/enhance interoperable communications systems

A.7 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level?* Sustain

A.8.a If you answered Build/Enhance to question A.7 provide an answer to the following question. Has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state? Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.8.b If answered yes to A.8.a, explain coordination efforts made by your agency, as well as the outcome of the coordination efforts.

A.9.a Project Description* Sustain and strengthen the resiliency of operations communications and ensures redundancy for enhanced public safety.

A.9.b Provide a summary of specific project actions/items that will be purchased with grant funds:* Purchase of Satellite Internet/phone service

A.9.c Provide estimated duration of the project (how long will it take to complete this project):* 12 months

A.9.d What are the objectives this project is designed to accomplish? (the purpose of the project)* To have the ability for communication between and among field response units during and after a major disaster.

A.9.e How does this project align with/increase terrorism preparedness for your agency/region/state?* This aligns with the THIRA in terms of communication and interoperability across functional response and recovery areas.

A.9.f Why is this project necessary for the region/state?* To have the ability to communicate regardless of severity of disaster/act of terrorism and share information to enhance prevention, protection, mitigation, response, and recovery.

B. Project Capability, THIRA and Dual Use

Please review the State FY19 MO THIRA and FY19 MO SPR to determine the following:

B.1 Which Primary Core Capability best aligns to this project?* Operational Coordination

B.2 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.1?* Operational Communications, interoperability, public information and warning, information sharing, community resilience, fire management and suppression(to include search and rescue).
 < [REDACTED] >

1000 Character Limit

Section B.3

Row	Approach	Description
Planning	Sustain	
Organization	Sustain	
Equipment	Sustain	
Training	Sustain	
Exercise	Sustain	

Section B Continued

B.4 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)?

In addition to BCOEM use, it is also a deployable asset in the region and state to support response to all hazards including acts of terrorism.

Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use.
 1000 Character Limit

B.5 Please review the National Priorities in the FY2020 SHSP Notice of Funding Opportunity or FY2020 SHSP/LETPA Notice of Funding Opportunity.

- 1. Enhancing Cybersecurity
- 2. Enhancing the protection of soft targets/crowded places
- 3. Enhancing information and intelligence sharing and cooperation with federal agencies including DHS
- 4. Addressing emergent threats

If this project aligns to a National priority, please select the priority below. (If your project does not align to a National priority, please select Not Applicable.)

National Priority:* Enhancing the Protection of Soft Targets/Crowded Places (including election security)

Core Capability:* Operational coordination

C. Project Background

Complete Project Background Investment Justification alignment and Prior Accomplishments for each year **ONLY if proposed project was also funded with prior grant funds.**

C.1 Was any portion of the proposed project funded with FY19 funds?* No

C.4 Was any portion of the proposed project funded with FY18 funds?* Yes

C.5 FY18 Investment Justification: Building & Sustaining Regional Collaboration via RHSOC

If funded with FY18 Federal Grant Award what was the last major accomplishment/milestone was completed with FY18 funds?

C.6 FY18 Prior Accomplishments: Purchased satellite equipment and monthly service.

250 Character Limit

C.7 Was any portion of the proposed project funded with FY17 funds?* No

D. Deployable/Sharable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers).

D.1 Does this project fund resources that are:* Deployable Resource

*If answered Deployable in question D.1 complete questions D.2-D.8.
If answered Shareable in question D.1 complete questions D.2-D.4.
If answered NA in question D.1 skip to Section E.*

D.2 Item Name: Satellite Internet/Phone Service

D.3 If sustaining deployable/sharable Homeland Security resource(s), describe how the project sustains each resource (s)? Renew 12 month service coverage

250 Character Limit

D.4 Special conditions/requirements on sharing the deployable/shareable resource(s): Must have experienced operator, maintain equipment and perform necessary maintenance and repairs/replacements as needed.

Example: Specific requirements of equipment, operator, etc.
250 Character Limit

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

D.5 Is deployable resource NIMS Kind & Typed?: No

D.6 Deployable Resources Kind & Type Name(s): Example: Mass Casualty Support Vehicle
250 Character Limit

D.7 Deployable Resources

Kind & Type ID(s):
(ID x-xxx-xxxx)

Example: ID 3-508-1032 Vehicle
250 Character Limit

D.8 If not NIMS Kind & Typed, explain how the item further supports the Homeland Security Initiative:

Enables interoperable communications for response to all hazards including acts of terrorism.

250 Character Limit

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?*

Yes

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit completed:
MM/DD/YYYY*

06/28/2018

If an agency has never had an audit, please enter the date of their last annual financial statement.

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application:*

Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No

New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No

New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes

Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.4 Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?*

No

G. National Incident Management System (NIMS)

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to,

Yes

and recover from incidents?:*

G.2 Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?:* Yes

G.3 Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?:* Yes

G.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?:* Yes

G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?:* Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?:* Yes

G.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?* Yes

G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?* Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (Identify requirements, Yes

order and acquire, mobilize, track and report, demobilize, reimburse and restock)

*

G.10 Does your agency implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders?*

Yes

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?*

Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?*

Yes

G.13 Does your agency apply plain language and clear text communications standards?*

Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?*

Yes

*

If answered No to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

H.1 By checking this box, I have read and agree to the terms and conditions of this grant:*

Yes

In order to be eligible for funding the correct Authorized Official must be designated and have knowledge of these Certified Assurances. If the incorrect Authorized Official is listed or is left off this proposed application this application will be deemed ineligible for funding.

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract. -If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official

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 -If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official
 -**This is not an all-inclusive list if you do not fall into the above categories or are unsure of who the Authorized Official is for your agency please contact The Missouri Office of Homeland Security at (573) 522-6125**

H.2 Authorized Official Name and Title:* Daniel Atwill, Presiding Commissioner

H.3 Name and Title of person completing this proposed application:* Della Luster, Administrative Coordinator

H.4 Date:* 05/14/2020

Personnel

Name:	Position Title:	Position Status:	Employment Status:	%of time spent on this grant funded activities:	Requested Personnel Cost:	Discipline:	Function:	Allowable Activity:
					\$0.00			

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name:	Benefits % of Salary	Requested Benefit Cost:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Discipline:	Function:	Allowable Activity:
			\$0.00			

Narrative Justification - Travel

Travel Justification

5000 Character Limit

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
				\$0.00				

Narrative Justification - Equipment

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
				\$0.00			

Narrative Justification - Supplies/Operations

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Contract Amount:	Discipline:	Function:	Allowable Activity:
Satellite Internet/Phone Service	Services	\$4,668.00	Emergency Management	Equipment	Interoperable Communications Equipment
		\$4,668.00			

Narrative Justification - Contractual

Satellite Internet/Phone service at \$389.00 per month for 12 months

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$0.00
Total Supplies/Operation:	\$0.00
Total Contractual:	\$4,668.00
Total Project Cost:	\$4,668.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Boone County Single Audit Report	2018_OMB_Circular_A-133.pdf	pdf	218 KB
Federal Fund Schedule (REQUIRED if not included in Audit)				
Quotes or other cost basis	Satellite Service quote	Sat Service QUOTE.pdf	pdf	25 KB
Training Request Form				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				



Application

113162 - FY 2020 SHSP Region F - Final Application

**114672 - Trailer Mount LED Light Tower
State Homeland Security Program (SHSP)**

Status: Editing

Submitted Date:

Applicant Information

Primary Contact:

Name:*	Ms. <small>Title</small>	Della <small>First Name</small>	Luster <small>Last Name</small>
Job Title:*	Administrative Coordinator		
Email:*	dluster@boonecountymo.org		
Mailing Address:*	2145 County Drive		
Street Address 1:			
Street Address 2:			
* City:	Columbia	Missouri <small>State/Province</small>	65202 <small>Postal Code/Zip</small>
Phone:*	573-554-7907		<small>Ext.</small>
Fax:*	573-442-3828		

Organization Information

Applicant Agency:*	Boone County, Emergency Management Agency
Organization Type:*	Government
Federal Tax ID#:*	436000349
DUNS #:*	073755977
SAM/CCR CAGE Code:	<small>Valid Until Date</small>
Organization Website:	www.showmeboone.com/OEM
Mailing Address:*	2145 County Drive
Street Address 1:	
Street Address 2:	

City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4
County:* Boone
Congressional District:* 04
Phone:* 573-554-7900 Ext.
Fax:* 573-442-3828

Contact Information

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- *If the applicant agency is a State Department, the Director shall be the Authorized Official*
- *If the applicant agency is a college/university, the President shall be the Authorized Official*
- *If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts*
- *If applicable please upload copy of 501C3 in the Named Attachments section of the application as one of the Other documents.*
- *If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official*
- ****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125***

Authorized Official:* Mr. Daniel Atwill
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission
Mailing Address:* 801 E. Walnut Suite 333

Street Address 1:

Street Address 2:

* Columbia Missouri 65201
City State Zip Code

Email:* datwill@boonecountymo.org

Phone:* 573-886-4306
Office Ext. Cell

Fax:* 573-886-4311

Applicant Project Director

Applicant Project Director:* Mr. Chris Kelley
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Deputy Director
Agency:* Boone County Office of Emergency Management
Mailing Address:* 2145 E. County Drive

Street Address 1:

Street Address 2:

* Columbia Missouri 65202
 City State Zip Code

Email:* ckelley@boonecountymo.org

Phone:* 573-554-7908 573-268-6707
 Office Ext. Cell

Fax* 573-442-3828

Fiscal Officer

Fiscal Officer:* Ms. June Pitchford
 Title (Mr.Ms.etc) First Name Last Name

Job Title:* Boone County Auditor

Agency:* County of Boone

Mailing Address:* 801 E. Walnut Room 304

Street Address 1:

Street Address 2:

* Columbia Missouri 65201
 City State Zip Code

Email:* jpitchford@boonecountymo.org

Phone:* 573-886-4275
 Office Ext. Cell

Fax* 573-886-4280

Project Contact Person

Project Contact Person: Ms Della Luster
 Title (Mr.Ms.etc) First Name Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Management

Mailing Address: 2145 E. County Drive

Street Address 1:

Street Address 2:

Columbia Missouri 65202
 City State Zip Code

Email: dluster@boonecountymo.org

Phone: 573-554-7907
 Office Ext. Cell

Fax: 573-442-3828

Section A.1 through B.2

A. Project Worksheet

A.1 Project Title:* Trailer Mounted Light Tower

A.2 Agency Name:* Boone County Office of Emergency Management

A.3 Region:* F

A.4 County:* Boone

A.5 Project Location Zip Code:* 65202

A.6 Project Activity Type:* Enhance capabilities to respond to CBRNE events

A.7 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level?* Build/Enhance

A.8.a If you answered Build/Enhance to question A.7 provide an answer to the following question. Has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state?

Yes

Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.8.b If answered yes to A.8.a, explain coordination efforts made by your agency, as well as the outcome of the coordination efforts.

We contacted EMD's to confirm there are no other units like this in Region F.

A.9.a Project Description*

A trailer mounted mobile light tower, self contained and can be used indoors or outdoors as well to provide lighting to any incident in order to facilitate 24 hour operations.

A.9.b Provide a summary of specific project actions/items that will be purchased with grant funds:*

To purchase Trailer mounted LED light tower.

A.9.c Provide estimated duration of the project (how long will it take to complete this project):*

9-1-20 to 8-31-21

A.9.d What are the objectives this project is designed to accomplish? (the purpose of the project)*

This is a rechargeable unit, will provide scene lighting and is equipped with various receptacles that provide power to a variety of tools/resources.

A.9.e How does this project align with/increase terrorism preparedness for your agency/region/state?*

We will be able to respond to an incident to provide lighting and to provide charging stations for phones/radios to ensure communications.

A.9.f Why is this project necessary for the region/state?* This can be deployed for all hazards that would require lighting of an incident.

B. Project Capability, THIRA and Dual Use

Please review the State FY19 MO THIRA and FY19 MO SPR to determine the following:

B.1 Which Primary Core Capability best aligns to this project?* Operational Coordination

B.2 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.1?* This tower will provide proper lighting safely at any indoor scene as it is battery operated.
1000 Character Limit

Section B.3

Row	Approach	Description
Planning	Build/Enhance	
Organization	Build/Enhance	
Equipment	Build/Enhance	Incident safety and security
Training	Build/Enhance	
Exercise	Build/Enhance	

Section B Continued

B.4 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)? This asset can provide lighting and provide power receptacles for phones/radios for communications. It will facilitate & increase safety of 24-hour operations including, but not limited to: incident management, search & rescue, evidence protection and processing, and levee repair.



Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use.
1000 Character Limit

B.5 Please review the National Priorities in the FY2020 SHSP Notice of Funding Opportunity or FY2020 SHSP/LETPA Notice of Funding Opportunity.

- 1. Enhancing Cybersecurity
- 2. Enhancing the protection of soft targets/crowded places
- 3. Enhancing information and intelligence sharing and cooperation with federal agencies including DHS
- 4. Addressing emergent threats

If this project aligns to a National priority, please select the priority below. (If your project does not align to a National priority, please select Not Applicable.)

National Priority:* Enhancing the Protection of Soft Targets/Crowded Places (including election security)

Core Capability:* Operational coordination

C. Project Background

Complete Project Background Investment Justification alignment and Prior Accomplishments for each year **ONLY** if proposed project was also funded with prior grant funds.

C.1 Was any portion of the proposed project funded with FY19 funds?* No

C.4 Was any portion of the proposed project funded with FY18 funds?* No

C.7 Was any portion of the proposed project funded with FY17 funds?* No

D. Deployable/Sharable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers).

D.1 Does this project fund resources that are:* Deployable Resource

*If answered Deployable in question D.1 complete questions D.2-D.8.
If answered Shareable in question D.1 complete questions D.2-D.4.
If answered NA in question D.1 skip to Section E.*

D.2 Item Name: Trailer mounted LED light tower

D.3 If sustaining deployable/sharable Homeland Security resource(s), describe how the project sustains each resource(s)?: New project
250 Character Limit

D.4 Special conditions/requirements on sharing the deployable/sharable resource(s): Need truck and hitch to tow. Return in same condition as when deployed.
Example: Specific requirements of equipment, operator, etc.
250 Character Limit

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

D.5 Is deployable resource NIMS Kind & Typed?: Yes

D.6 Deployable Resources Kind & Type Name(s): Trailer mounted flood lights
Self-contained, gasoline, diesel, or solar powered, portable trailer mounted with truck hitch

Example: Mass Casualty Support Vehicle
250 Character Limit

D.7 Deployable Resources Kind & Type ID(s): (ID x-xxx-xxxx) ID# 7-508-1075
Example: ID 3-508-1032 Vehicle
250 Character Limit

D.8 If not NIMS Kind & Typed, explain how the item further supports the Homeland Security Initiative: 250 Character Limit

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?*

Yes
 If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit completed: MM/DD/YYYY*

06/28/2018
 If an agency has never had an audit, please enter the date of their last annual financial statement.

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application:*

Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No
 New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No
 New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes
 Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.4 Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?*

No

G. National Incident Management System (NIMS)

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization or to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

G.2 Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals

Yes

incident responsibilities in alignment with the NIMS training program?*

G.3 Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?* Yes

G.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?* Yes

G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?* Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?* Yes

G.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?* Yes

G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?* Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (Identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock) * Yes

G.10 Does your agency implement JIS for the dissemination of Yes

incident information to the public, incident personnel, traditional and social media, and other stakeholders?*

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?*

Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?*

Yes

G.13 Does your agency apply plain language and clear text communications standards?*

Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?*

Yes

If answered No to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

H.1 By checking this box, I have read and agree to the terms and conditions of this grant:*

Yes

In order to be eligible for funding the correct Authorized Official must be designated and have knowledge of these Certified Assurances. If the incorrect Authorized Official is listed or is left off this proposed application this application will be deemed ineligible for funding.

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract.
-If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
-If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
-If the applicant agency is a State Department, the Director shall be the Authorized Official
-If the applicant agency is a college/university, the President shall be the Authorized Official
-If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, If applicable please upload copy of 501C3 in the Other Attachments section of this application
-If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official
-***This is not an all-inclusive list if you do not fall into the above categories or are unsure of who the Authorized Official is for your agency please contact The Missouri Office of Homeland Security at (573) 522-6125**

Daniel Atwill, Presiding Commissioner

H.2 Authorized Official Name and Title:*

H.3 Name and Title of person completing this proposed application:* Della Luster, Administrative Coordinator

H.4 Date:* 05/15/2020

Personnel

Name:	Position Title:	Position Status:	Employment Status:	%of time spent on this grant funded activities:	Requested Personnel Cost:	Discipline:	Function:	Allowable Activity:
					\$0.00			

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name:	Benefits % of Salary	Requested Benefit Cost:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Discipline:	Function:	Allowable Activity:
			\$0.00			

Narrative Justification - Travel

Travel Justification

5000 Character Limit

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
Trailer mounted LED light tower	7-508-1075	1.0	\$14,000.00	\$14,000.00	No	Emergency Management	Equipment	CBRNE Logistical Support Equipment
				\$14,000.00				

Narrative Justification - Equipment

This can provide lighting and power receptacles for phones/radios for communications. It can facilitate and increase safety of 24-hour operations.

This asset is 100% electric and 100% rechargeable, provides silent operations with no fuel or fuel emissions. It will provide 13 hours continuous operations of 104,000 delivered lumens with a 30 ft tall mast with 360 degrees of rotation.

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
				\$0.00			

Narrative Justification - Supplies/Operations

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Contract Amount:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Contractual

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$14,000.00
Total Supplies/Operation:	\$0.00
Total Contractual:	\$0.00
Total Project Cost:	\$14,000.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Boone County Single Audit	2018_OMB_Circular_A-133.pdf	pdf	218 KB
Federal Fund Schedule (REQUIRED if not included in Audit)				
Quotes or other cost basis	Light tower quote	Light Tower Quote.pdf	pdf	194 KB
Training Request Form				
Other Supporting Information	Light tower specs.	Light Tower Specs.pdf	pdf	832 KB
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				

Supply House LLC

621 NE 1201 rd
Knob Noster, MO 65336

660.281.9550

Quotation For:

Private User

Quotation

DATE 5/15/2020

Quotation #

Customer ID

Quotation valid until:
Prepared by:

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
BRB					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	SunReaper 51504k	\$14,000.00		\$ 14,000.00
	5ea 150w led lights			
	870AH battery pack			
	4000w inverter/charger			
	2ea battery and power cabinets			
	12"x12"x24" compartment on each side of the body with 12vdc charging ports			
	and 120v 20a AC power available in each compartment			

SUBTOTAL	\$ 14,000.00
TAX RATE	6.50%
SALES TAX	-
OTHER	-
TOTAL	\$ 14,000.00

If you have any questions concerning this quotation, contact Ben Burson 660.281.9550

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- **100% Electric**
- **100% Rechargeable**
- **No Fuel**
- **No Emissions**



Batteries - 13 Hours Continuous Operation at 50% Discharge

Lights - 104,000 Delivered Lumens

Inverter - 2,000 Watt

Mast - 30 feet tall & Full 360 degrees of rotation

For more information and a quote contact us:

Ben Burson

866-281-9550

bburson1975@gmail.com



Application

113162 - FY 2020 SHSP Region F - Final Application

**114555 - Diesel Water/Trash Pumps
State Homeland Security Program (SHSP)**

Status: Editing **Submitted Date:**

Applicant Information

Primary Contact:

Name:* Ms. Della Luster
Title First Name Last Name

Job Title:* Administrative Coordinator

Email:* dluster@boonecountymmo.org

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

*** City State/Province Postal Code/Zip**
 Columbia Missouri 65202

Phone:* 573-554-7907 **Ext.**

Fax:* 573-442-3828

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency

Organization Type:* Government

Federal Tax ID#:* 436000349

DUNS #:* 073755977

SAM/CCR CAGE Code: Valid Until Date

Organization Website: www.showmeboone.com/OEM

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4
County:* Boone
Congressional District:* 04
Phone:* 573-554-7900 Ext.
Fax:* 573-442-3828

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract.

- *If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official*
- *If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official*
- *If the applicant agency is a State Department, the Director shall be the Authorized Official*
- *If the applicant agency is a college/university, the President shall be the Authorized Official*
- *If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts*
- If applicable please upload copy of 501C3 in the Named Attachments section of the application as one of the Other documents.*
- *If the applicant agency is an RPC or COG, the Executive Director shall be the Authorized Official*
- ***This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125***

Authorized Official:* Mr. Daniel Atwill
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission

Mailing Address:* 801 E. Walnut Suite 333

Street Address 1:
Street Address 2:

* Columbia Missouri 65201
City State Zip Code

Email:* datwill@boonecountymmo.org

Phone:* 573-886-4306
Office ExL. Cell

Fax:* 573-886-4311

Applicant Project Director

Applicant Project Director:* Mr. Chris Kelley
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Deputy Director
Agency:* Boone County Office of Emergency Management
Mailing Address:* 2145 E. County Drive

Street Address 1:
Street Address 2:

	Columbia	Missouri	65202
	City	State	Zip Code

Email:* ckelley@boonecountymo.org

Phone:*	573-554-7908	573-268-6707	
	Office	Ext.	Cell

Fax* 573-442-3828

Fiscal Officer

Fiscal Officer:*	Ms.	June	Pitchford
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title:* Boone County Auditor

Agency:* County of Boone

Mailing Address:* 801 E. Walnut Room 304

Street Address 1:

Street Address 2:

	Columbia	Missouri	65201
	City	State	Zip Code

Email:* jpitchford@boonecountymo.org

Phone:*	573-886-4275		
	Office	Ext.	Cell

Fax* 573-886-4280

Project Contact Person

Project Contact Person:	Ms.	Della	Luster
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Management

Mailing Address: 2145 E. County Drive

Street Address 1:

Street Address 2:

	Columbia	Missouri	65202
	City	State	Zip Code

Email: dluster@boonecountymo.org

Phone:	573-554-7907		
	Office	Ext.	Cell

Fax: 573-442-3828

Section A.1 through B.2

A. Project Worksheet

A.1 Project Title:* Diesel Water/Trash Pump Purchase

A.2 Agency Name:* Boone County Office of Emergency Management

A.3 Region:* F

A.4 County:* Boone

A.5 Project Location Zip Code:* 65202

A.6 Project Activity Type:* Assess vulnerability of and/or harden/protect critical infrastructure and key assets

A.7 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level?* Build/Enhance

A.8.a If you answered Build/Enhance to question A.7 provide an answer to the following question. Has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state? Yes
 Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.8.b If answered yes to A.8.a, explain coordination efforts made by your agency, as well as the outcome of the coordination efforts. Contacted other EMD's in Region, these are currently not available in Region F. They must be requested from the state. When flooding is widespread these are in high demand and competing requests from jurisdictions.
 < [REDACTED] >

A.9.a Project Description* Purchase of 6 inch Water/Trash pumps.

A.9.b Provide a summary of specific project actions/items that will be purchased with grant funds:* water pumps, suction and discharge hoses

A.9.c Provide estimated duration of the project (how long will it take to complete this project):* 15-45 days

A.9.d What are the objectives this project is designed to accomplish? (the purpose of the project)* for flooding as secondary incident during a pandemic that requires social distancing so volunteer sandbagging won't be an option.

A.9.e How does this project align with/increase terrorism preparedness for your agency/region/state?* To be used in the same manner if there were a biological attack as well.

A.9.f Why is this project necessary for the region/state?* Life safety and property preservation

B. Project Capability, THIRA and Dual Use

Please review the State FY19 MO THIRA and FY19 MO SPR to determine the following:

B.1 Which Primary Core Capability best aligns to this project?* Threats and Hazards Identification

B.2 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.1?* Mitigate and protect critical infrastructure. Flooding is an issue nearly every year and impacts nearly all Region F jurisdictions. It will not be feasible to have volunteers filling sandbags and such during pandemic.
1000 Character Limit

Section B.3

Row	Approach	Description
Planning	Build/Enhance	planning for secondary event of flooding
Organization	Build/Enhance	
Equipment	Build/Enhance	
Training	Build/Enhance	
Exercise	Build/Enhance	

Section B Continued

B.4 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)? available within Region F and throughout the state for deployment during incidents/threats. They may be used to mitigate the effects of levee failure due to natural disasters or intentional acts of terrorism.
Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use. 1000 Character Limit

B.5 Please review the National Priorities in the FY2020 SHSP Notice of Funding Opportunity or FY2020 SHSP/LETPA Notice of Funding Opportunity.

- 1. Enhancing Cybersecurity
- 2. Enhancing the protection of soft targets/crowded places
- 3. Enhancing information and intelligence sharing and cooperation with federal agencies including DHS
- 4. Addressing emergent threats

If this project aligns to a National priority, please select the priority below. (If your project does not align to a National priority, please select Not Applicable.)

National Priority:* Enhancing the Protection of Soft Targets/Crowded Places (including election security)

Core Capability:* Physical protective measures

C. Project Background

Complete Project Background Investment Justification alignment and Prior Accomplishments for each year **ONLY** if proposed project was also funded with prior grant funds.

C.1 Was any portion of the proposed project funded with FY19 funds?* No

C.4 Was any portion of the proposed project funded with FY18 funds?* No

C.7 Was any portion of the proposed project funded with FY17 funds?* No

D. Deployable/Sharable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

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D.1 Does this project fund resources that are:* Deployable Resource

*If answered Deployable in question D.1 complete questions D.2-D.8.
If answered Shareable in question D.1 complete questions D.2-D.4.
If answered NA in question D.1 skip to Section E.*

D.2 Item Name: Water/Trash Pumps

D.3 If sustaining deployable/sharable Homeland Security resource(s), describe how the project sustains each resource(s)?: 250 Character Limit

D.4 Special conditions/requirements on sharing the deployable/shareable resource(s): Resource request will be reviewed and equipment can be deployed as agreed. Requirement is to maintain the equipment and perform necessary maintenance and repairs/replacement as needed.

*Example: Specific requirements of equipment, operator, etc.
250 Character Limit*

FEMA Resource Typing Library Tool is located at <https://rtf.pretoolkit.org/Public>.

D.5 Is deployable resource NIMS Kind & Typed?: Yes

D.6 Deployable Resources Kind & Type Name(s): Water pump, dewatering Type 4

*Example: Mass Casualty Support Vehicle
250 Character Limit*

D.7 Deployable Resources Kind & Type ID(s): (ID x-xxx-xxxx) ID# 7-508-1100

*Example: ID 3-508-1032 Vehicle
250 Character Limit*

D.8 If not NIMS Kind & Typed, explain how the item further supports the Homeland Security Initiative: 250 Character Limit

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?*

Yes
If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit completed: MM/DD/YYYY*

06/28/2019
If an agency has never had an audit, please enter the date of their last annual financial statement.

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application.*

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F.1 Does the applicant agency have new personnel that will be working on this award?*

No
New personnel is defined as working with this award type less than 12 months.

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No
New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes
Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

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No

G. National Incident Management System (NIMS)

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

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Yes

incident responsibilities in alignment with the NIMS training program?*

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G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?* Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?* Yes

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G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?* Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock) Yes

*

G.10 Does your agency implement JIS for the dissemination of Yes

incident information to the public, incident personnel, traditional and social media, and other stakeholders?*

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?* Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?* Yes

G.13 Does your agency apply plain language and clear text communications standards?* Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?* Yes

If answered No to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

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- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official*
- If the applicant agency is a State Department, the Director shall be the Authorized Official*
- If the applicant agency is a college/university, the President shall be the Authorized Official*
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, If applicable please upload copy of 501C3 in the Other Attachments section of this application*
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- **This is not an all-inclusive list if you do not fall into the above categories or are unsure of who the Authorized Official is for your agency please contact The Missouri Office of Homeland Security at (573) 522-6125***

Daniel Atwill, Presiding Commissioner

**H.2 Authorized Official
Name and Title:***

**H.3 Name and Title of
person completing this
proposed application:*** Della Luster, Administrative Coordinator

H.4 Date:* 05/13/2020

Personnel

Name:	Position Title:	Position Status:	Employment Status:	%of time spent on this grant funded activities:	Requested Personnel Cost:	Discipline:	Function:	Allowable Activity:
					\$0.00			

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name:	Benefits % of Salary	Requested Benefit Cost:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Discipline:	Function:	Allowable Activity:
			\$0.00			

Narrative Justification - Travel

Travel Justification

5000 Character Limit

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
6" Diesel Water/Trash Pumps & Accessories	7-508-1100	2.0	\$18,000.00	\$36,000.00	No	Emergency Management	Equipment	CBRNE Operational Search and Rescue Equipment
				\$36,000.00				

Narrative Justification - Equipment

Pump will be available within Region F and throughout the state for deployment during incidents where immediate water removal is needed. High incidence of recurring flooding impacts most jurisdictions in Region F; will mitigate problem of competing for high demand limited pumps from the state.

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
				\$0.00			

Narrative Justification - Supplies/Operations

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Contract Amount:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Contractual

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$36,000.00
Total Supplies/Operation:	\$0.00
Total Contractual:	\$0.00
Total Project Cost:	\$36,000.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Boone County Single Audit Report	2018_OMB_Circular_A-133.pdf	pdf	218 KB
Federal Fund Schedule (REQUIRED if not included in Audit)				
Quotes or other cost basis	Water/Trash Pump Quote	Pump & Accessories Quote.pdf	pdf	1.7 MB
Training Request Form				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				



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AMT Pump 5587-D6 - 1000 GPM (6") Trailer Mounted Electric Start Diesel Trash Pump w/ Kohler KDW1003 Engine



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Model: 5587-D6

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Product

Inlet Size
6"



GPM
1000 Gallons

Engine

Features

AMT Trailer-Mounted 6" Diesel Trash Pump

- For high volume flow & solid/debris handling up to 3"

Industrial-Grade Kohler KDW1003 Diesel Engine

- Ultra-Compact, high performance design provides lower noise and vibration
- 20-Gallon Fuel tank provides up to 12-hours of run time

Low Oil Alert

- Helps to prevent engine seizure due to a low oil condition

12V DC Electric Start (Battery Not Included) w/ Digital Tachometer & Hour-Meter

- Makes this pump easy to start, monitor and maintain

Cast Aluminum Pump Casing & Adapter

- Proven design decreases weight without compromising durability

Cast Iron Seal Plate, Volute & Manifold

- Ensures maximum durability and performance
- Seal Wash features helps extend seal life

Silicon Carbide Mechanical Seal & Buna O-Rings/Check Valve

- Increased abrasive resistance, longer life & less maintenance

Stainless Steel Impeller

- Corrosion-resistant design provides extremely efficient pumping

Easy Clean-Out & Service Feature w/ Slide-Out Design

- Patented slide mechanism permits complete servicing w/o removing hoses

D.O.T. Approved Trailer

Specifications

Motor

Battery Included	No
------------------	----

Pump

Gallons Per Minute	1000 Gallons
--------------------	--------------

Inlet Diameter	6"
----------------	----

Outlet Diameter	6"
-----------------	----

Self Priming	Yes
--------------	-----

Pump Head Material	Aluminum
--------------------	----------

Pump Housing Drain	Yes
--------------------	-----

Quick Clean Out	Yes
-----------------	-----

Mechanical Seal Material	Silicon Carbide
--------------------------	-----------------

Housing Material	Aluminum
------------------	----------

Impeller Material	Cast Iron
-------------------	-----------

Solids Handling Size	3 inch
----------------------	--------

Handles Solids	Yes
----------------	-----

Suction Head	20 Feet
--------------	---------

Total Head Lift	96 Feet
-----------------	---------

Built-in check Valve	Yes
----------------------	-----

Engine

Engine Brand	Kohler
--------------	--------

Starting System	12-Volt Button Start
-----------------	----------------------

Engine Cycles	4-Cycle
---------------	---------

Low Oil Shutdown	Yes
------------------	-----

Fuel Tank Size	20 Gallons
----------------	------------

- 2000 lb axle, 2" ball coupler, 3 x 2000 lb jack stands

Includes 4" Suction Strainer & Nipple

Requires Loading Dock or Forklift For Delivery

1-Year Limited Warranty

Run Time	12 Hours
----------	----------

Accessories

Tool Kit	Yes
----------	-----

Strainer	Yes
----------	-----

Lifting Hook	Yes
--------------	-----

Wheel Kit	Yes
-----------	-----

Overview

Weight	1250 Pounds
--------	-------------

Consumer Warranty	1 Year
-------------------	--------

Commercial Warranty	1 Year
---------------------	--------

Product Length	99 Inches
----------------	-----------

Product Width	48 Inches
---------------	-----------

Product Height	62 Inches
----------------	-----------

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Abbott Rubber 6" x 20' Green PVC Suction Hose (M&F NPSH)

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Model: 1240-6000-20



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\$509.99

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Size

6"

Fittings

M & F

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Product Description	Reviews	Product Q&A	Recommended Accessories	How-To Articles
---------------------	---------	-------------	-------------------------	-----------------

Features

Abbott Rubber 6" x 20' Green PVC Suction Hose

- Designed for water, light chemicals and pumping services

Quality Construction

- Flexible, abrasion resistant with a rigid PVC helix for strength

M x F Coupled Ends

- Makes attaching hose to pump and strainer an easy task

Specifications

Pump

Inlet Diameter	6"
Outlet Diameter	6"

Accessories

Hose Couplings	Yes
----------------	-----

Overview

Weight	70 Pounds
Product Length	240 Inches
Product Width	6 Inches
UPC	708289525053

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Abbott Rubber 6" x 50' Blue PVC Lay Flat Discharge Hose (M&F NPSH)

[Our Price](#) [Shipping Info](#)



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Model: 1148-6000-50-NPSH



★★★★★ (0)

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\$259.99

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Ships in 4-7 Business Days

Size

6"

Hose Length

50 - Feet

Fittings

M & F

Qty. 1 Add To Cart

Product Description	Reviews	Product Q&A	Recommended Accessories	How-To Articles
---------------------	---------	-------------	-------------------------	-----------------

Features

Goodyear 6" x 50' Blue PVC Lay Flat Discharge Hose

- Designed for water, light chemicals and pumping services

Strong, Lightweight, Non-Water Absorbing & Mildew Proof

- Resistant to oils, grease and many chemicals/acids

Designed For Easy Storage and Transportation

- Rolls up flat, no need to hassle with bulky, rigid hoses again

M x F Coupled Ends

- Makes attaching hose to pump an easy task

***Note - Designed For Open Ended Use Only**

Specifications

Pump

Inlet Diameter	6"
Outlet Diameter	6"

Accessories

Hose Couplings	Yes
----------------	-----

Overview

Weight	49.8 Pounds
Product Length	600 Inches
Product Width	6 Inches

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Abbott Rubber 6" Plated Steel Square Hole Strainer

[Our Price](#) [Shipping Info](#)



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Model: SSHS-600



★★★★★ (0)

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\$49.99

Factory-Direct
Ships in 4-7 Business Days

Factory items ship direct from the manufacturer.
Shipping times vary.

Size

6"

Style

Square Hole

Qty. 1

[Add To Cart](#)

Product Description	Reviews	Product Q&A	Recommended Accessories	How-To Articles
---------------------	---------	-------------	-------------------------	-----------------

Features

Abbott Rubber 6" FNPT Plated Steel Square Hole Strainer

- Designed to be rust and crush resistant

Extends The Life Of Your Pump

- Prevents large solids from entering the pump

Recommended For Use With Trash & Semi-Trash Pumps

Picture May Not Reflect Actual Size/Shape Of Item

Specifications

Pump

Inlet Diameter	6"
----------------	----

Overview

Weight	6.32 Pounds
--------	-------------

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